



**STATE OF DELAWARE  
EXECUTIVE DEPARTMENT  
OFFICE OF MANAGEMENT AND BUDGET**

December 2, 2015

Mr. Gary Hayes  
Environmental Testing, Inc.  
100 South Cass Street  
Middletown, DE 19709

RE: POLYTECH SCHOOL DISTRICT  
Polytech High School – Renovation Areas – Phase 3 & 4  
Asbestos Abatement - Review and Approval

Dear Mr. Hayes:

We have reviewed and “Approved” the subject project documents submitted to our office on November 17, 2015. These documents appear to be complete and suitable for soliciting competitive bids.

Should you have any questions or require additional information, please contact our office at (302) 739-5644.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Mark A. DeVore'.

Mark A. DeVore, P.E.  
Chief of Engineering and Operations

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Enclosure: Approval Statement  
cc: Doyle Tiller, CIAQP, Indoor Air Quality Program Manager  
Ted Drew, Environmental Project Manager

ASB161171A



AHERA PROJECT DESIGN/  
TECHNICAL SPECIFICATION

FOR ASBESTOS ABATEMENT IN  
PHASE 3 & 4 RENOVATION AREAS OF  
POLYTECH HIGH SCHOOL

PREPARED FOR

POLYTECH HIGH SCHOOL  
823 WALNUT SHADE ROAD  
WOODSIDE, DELAWARE

APPROVED  
Facilities Management

*Doyle Tiller*  
Doyle Tiller

Date: 11/20/2015

BY

ENVIRONMENTAL TESTING, INC.  
100 SOUTH CASS STREET  
MIDDLETOWN, DELAWARE

*Gary Hayes*  
\_\_\_\_\_  
Gary Hayes

EPA AHERA Project Designer Certification # APDR 04242015-4

PROJECT #11-285

November 9, 2015

*Fontenelle*  
11/15/15

This is to certify that the State of Delaware, Facilities Management has reviewed this Specification and approves of its use for the project(s) listed in this document.

Asbestos Abatement in Phase 3 & 4 Renovation Areas at:

Polytech High School  
823 Walnut Shade Road  
Woodside, Delaware

LAW DELAWARE CODE, TITLE 16, CHAPTER 78, PARAGRAPH 7805(1)

Signature Doyle Tiller Doyle Tiller 11/20/2015

Print Name Doyle Tiller

State of Delaware, Division of Facilities Management

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## INVITATION TO BID

Sealed bids for Polytech High School, 823 Walnut Shade Road, Woodside, Delaware, will be received by Polytech School District at the Polytech School District, 823 Walnut Shade Road, Woodside, Delaware until 2:30 PM local time on January 28, 2016, at which time they will be opened. Bidder bears the risk of late delivery. Any bids received after the stated time will be returned unopened.

Project involves the Removal & Disposal of all designated asbestos-containing building materials in the Phase 3 & 4 renovation areas of Polytech High School.

Attention is called to construction schedule as detailed in the Bid Documents.

This contract will be awarded on the basis of best value. Attention is called to the Bid Documents which detail the criteria and associated weights which shall be used as the basis of award.

A **MANDATORY** Pre-Bid Meeting will be held on January 13, 2016 at 2:30 PM at the Polytech High School for the purpose of establishing the listing of subcontractors and to answer questions. Representatives of each party to any Joint Venture must attend this meeting. **ATTENDANCE OF THIS MEETING IS A PREREQUISITE FOR BIDDING ON THIS CONTRACT.**

Sealed bids shall be addressed to the Polytech School District, 823 Walnut Shade Road, Woodside, Delaware 19880. The outer envelope should clearly indicate: **"Polytech High School Abatement - SEALED BID - DO NOT OPEN."**

Contract documents may be obtained at the Pre-Bid Meeting or at the offices of Environmental Testing, Inc. 100 South Cass Street, Middletown, Delaware.

Bidders will not be subject to discrimination on the basis of race, creed, color, sex, sexual orientation, gender identity or national origin in consideration of this award, and Minority Business Enterprises, Disadvantaged Business Enterprises, Women-Owned Business Enterprises and Veteran-Owned Business Enterprises will be afforded full opportunity to submit bids on this contract. Each bid must be accompanied by a bid security equivalent to ten percent of the bid amount and all additive alternates. The successful bidder must post a performance bond and payment bond in a sum equal to 100 percent of the contract price upon execution of the contract. The Owner reserves the right to reject any or all bids and to waive any informalities therein. The Owner may extend the time and place for the opening of the bids from that described in the advertisement, with not less than two calendar days notice by certified delivery, facsimile machine or other electronic means to those bidders receiving plans.

## **INSTRUCTIONS TO BIDDERS**

### **TABLE OF ARTICLES**

1. DEFINITIONS
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6. POST-BID INFORMATION
7. PERFORMANCE BOND AND PAYMENT BOND
8. FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

**ARTICLE 1: GENERAL****1.1 DEFINITIONS**

1.1.1 Whenever the following terms are used, their intent and meaning shall be interpreted as follows:

1.2 STATE: The State of Delaware.

1.3 AGENCY: Contracting State Agency as noted on cover sheet.

1.4 DESIGNATED OFFICIAL: The agent authorized to act for the Agency.

1.5 BIDDING DOCUMENTS: Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Advertisement for Bid, Invitation to Bid, Instructions to Bidders, Supplementary Instructions to Bidders (if any), General Conditions, Supplementary General Conditions, General Requirements, Special Provisions (if any), the Bid Form (including the Non-collusion Statement), and other sample bidding and contract forms. The proposed Contract Documents consist of the form of Agreement between the Owner and Contractor, as well as the Drawings, Specifications (Project Manual) and all Addenda issued prior to execution of the Contract.

1.6 CONTRACT DOCUMENTS: The Contract Documents consist of the, Instructions to Bidders, Supplementary Instructions to Bidders (if any), General Conditions, Supplementary General Conditions, General Requirements, Special Provisions (if any), the form of agreement between the Owner and the Contractor, Drawings (if any), Specifications (Project Manual), and all addenda.

1.7 AGREEMENT: The form of the Agreement shall be AIA Document A101, Standard Form of Agreement between Owner and Contractor where the basis of payment is a STIPULATED SUM. In the case of conflict between the instructions contained therein and the General Requirements herein, these General Requirements shall prevail.

1.8 GENERAL REQUIREMENTS (or CONDITIONS): General Requirements (or conditions) are instructions pertaining to the Bidding Documents and to contracts in general. They contain, in summary, requirements of laws of the State; policies of the Agency and instructions to bidders.

1.9 SPECIAL PROVISIONS: Special Provisions are specific conditions or requirements peculiar to the bidding documents and to the contract under consideration and are supplemental to the General Requirements. Should the Special Provisions conflict with the General Requirements, the Special Provisions shall prevail.

1.10 ADDENDA: Written or graphic instruments issued by the Owner/Architect prior to the execution of the contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.

1.11 BIDDER OR VENDOR: A person or entity who formally submits a Bid for the material or Work contemplated, acting directly or through a duly authorized representative who meets the requirements set forth in the Bidding Documents.

1.12 SUB-BIDDER: A person or entity who submits a Bid to a Bidder for materials or labor, or both for a portion of the Work.

1.13 BID: A complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

- 1.14 BASE BID: The sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids (if any are required to be stated in the bid).
- 1.15 ALTERNATE BID (or ALTERNATE): An amount stated in the Bid, where applicable, to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents is accepted.
- 1.16 UNIT PRICE: An amount stated in the Bid, where applicable, as a price per unit of measurement for materials, equipment or services or a portion of the Work as described in the Bidding Documents.
- 1.17 SURETY: The corporate body which is bound with and for the Contract, or which is liable, and which engages to be responsible for the Contractor's payments of all debts pertaining to and for his acceptable performance of the Work for which he has contracted.
- 1.18 BIDDER'S DEPOSIT: The security designated in the Bid to be furnished by the Bidder as a guaranty of good faith to enter into a contract with the Agency if the Work to be performed or the material or equipment to be furnished is awarded to him.
- 1.19 CONTRACT: The written agreement covering the furnishing and delivery of material or work to be performed.
- 1.20 CONTRACTOR: Any individual, firm or corporation with whom a contract is made by the Agency.
- 1.21 SUBCONTRACTOR: An individual, partnership or corporation which has a direct contract with a contractor to furnish labor and materials at the job site, or to perform construction labor and furnish material in connection with such labor at the job site.
- 1.22 CONTRACT BOND: The approved form of security furnished by the contractor and his surety as a guaranty of good faith on the part of the contractor to execute the work in accordance with the terms of the contract.

## **ARTICLE 2: BIDDER'S REPRESENTATIONS**

- 2.1 PRE-BID MEETING
- 2.1.1 A pre-bid meeting for this project will be held at the time and place designated. Attendance at this meeting is a pre-requisite for submitting a Bid, unless this requirement is specifically waived elsewhere in the Bid Documents.
- 2.2 By submitting a Bid, the Bidder represents that:
- 2.2.1 The Bidder has read and understands the Bidding Documents and that the Bid is made in accordance therewith.
- 2.2.2 The Bidder has visited the site, become familiar with existing conditions under which the Work is to be performed, and has correlated the Bidder's his personal observations with the requirements of the proposed Contract Documents.
- 2.2.3 The Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception.

**2.3 JOINT VENTURE REQUIREMENTS**

- 2.3.1 For Public Works Contracts, each Joint Venturer shall be qualified and capable to complete the Work with their own forces.
- 2.3.2 Included with the Bid submission, and as a requirement to bid, a copy of the executed Joint Venture Agreement shall be submitted and signed by all Joint Venturers involved.
- 2.3.3 All required Bid Bonds, Performance Bonds, Material and Labor Payment Bonds must be executed by both Joint Venturers and be placed in both of their names.
- 2.3.4 All required insurance certificates shall name both Joint Venturers.
- 2.3.5 Both Joint Venturers shall sign the Bid Form and shall submit a copy of a valid Delaware Business License with their Bid.
- 2.3.6 Both Joint Venturers shall include their Federal E.I. Number with the Bid.
- 2.3.7 In the event of a mandatory Pre-bid Meeting, each Joint Venturer shall have a representative in attendance.
- 2.3.8 Due to exceptional circumstances and for good cause shown, one or more of these provisions may be waived at the discretion of the State.

**2.4 ASSIGNMENT OF ANTITRUST CLAIMS**

- 2.4.1 As consideration for the award and execution by the Owner of this contract, the Contractor hereby grants, conveys, sells, assigns and transfers to the State of Delaware all of its right, title and interests in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, relating to the particular goods or services purchased or acquired by the Owner pursuant to this contract.

**ARTICLE 3: BIDDING DOCUMENTS****3.1 COPIES OF BID DOCUMENTS**

- 3.1.1 Bidders may obtain complete sets of the Bidding Documents from the Architectural/Engineering firm designated in the Advertisement or Invitation to Bid in the number and for the deposit sum, if any, stated therein.
- 3.1.2 Bidders shall use complete sets of Bidding Documents for preparation of Bids. The issuing Agency nor the Architect assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 3.1.3 Any errors, inconsistencies or omissions discovered shall be reported to the Architect immediately.
- 3.1.4 The Agency and Architect may make copies of the Bidding Documents available on the above terms for the purpose of obtaining Bids on the Work. No license or grant of use is conferred by issuance of copies of the Bidding Documents.



### 3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

- 3.2.1 The Bidder shall carefully study and compare the Bidding Documents with each other, and with other work being bid concurrently or presently under construction to the extent that it relates to the Work for which the Bid is submitted, shall examine the site and local conditions, and shall report any errors, inconsistencies, or ambiguities discovered to the Architect.
- 3.2.2 Bidders or Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request to the Architect at least seven days prior to the date for receipt of Bids. Interpretations, corrections and changes to the Bidding Documents will be made by written Addendum. Interpretations, corrections, or changes to the Bidding Documents made in any other manner shall not be binding.
- 3.2.3 The apparent silence of the specifications as to any detail, or the apparent omission from it of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and only material and workmanship of the first quality are to be used. Proof of specification compliance will be the responsibility of the Bidder.
- 3.2.4 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all permits, labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work.
- 3.2.5 The Owner will bear the costs for all impact and user fees associated with the project.

### 3.3 SUBSTITUTIONS

- 3.3.1 The materials, products and equipment described in the Bidding Documents establish a standard of quality, required function, dimension, and appearance to be met by any proposed substitution. The specification of a particular manufacturer or model number is not intended to be proprietary in any way. Substitutions of products for those named will be considered, providing that the Vendor certifies that the function, quality, and performance characteristics of the material offered is equal or superior to that specified. It shall be the Bidder's responsibility to assure that the proposed substitution will not affect the intent of the design, and to make any installation modifications required to accommodate the substitution.
- 3.3.2 Requests for substitutions shall be made in writing to the Architect at least ten days prior to the date of the Bid Opening. Such requests shall include a complete description of the proposed substitution, drawings, performance and test data, explanation of required installation modifications due the substitution, and any other information necessary for an evaluation. The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval shall be final. The Architect is to notify Owner prior to any approvals.
- 3.3.3 If the Architect approves a substitution prior to the receipt of Bids, such approval shall be set forth in an Addendum. Approvals made in any other manner shall not be binding.
- 3.3.4 The Architect shall have no obligation to consider any substitutions after the Contract award.

### 3.4 ADDENDA

- 3.4.1 Addenda will be mailed or delivered to all who are known by the Architect to have received a complete set of the Bidding Documents.

- 3.4.2 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.
- 3.4.3 No Addenda will be issued later than 4 days prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids or one which extends the time or changes the location for the opening of bids.
- 3.4.4 Each bidder shall ascertain prior to submitting his Bid that they have received all Addenda issued, and shall acknowledge their receipt in their Bid in the appropriate space. Not acknowledging an issued Addenda could be grounds for determining a bid to be non-responsive.

**ARTICLE 4: BIDDING PROCEDURES**

**4.1 PREPARATION OF BIDS**

- 4.1.1 Submit the bids on the Bid Forms included with the Bidding Documents.
- 4.1.2 Submit the original Bid Form for each bid. Bid Forms may be removed from the project manual for this purpose.
- 4.1.3 Execute all blanks on the Bid Form in a non-erasable medium (typewriter or manually in ink).
- 4.1.4 Where so indicated by the makeup on the Bid Form, express sums in both words and figures, in case of discrepancy between the two, the written amount shall govern.
- 4.1.5 Interlineations, alterations or erasures must be initialed by the signer of the Bid.
- 4.1.6 BID ALL REQUESTED ALTERNATES AND UNIT PRICES, IF ANY. If there is no change in the Base Bid for an Alternate, enter "No Change". The Contractor is responsible for verifying that they have received all addenda issued during the bidding period. Work required by Addenda shall automatically become part of the Contract.
- 4.1.7 Make no additional stipulations on the Bid Form and do not qualify the Bid in any other manner.
- 4.1.8 Each copy of the Bid shall include the legal name of the Bidder and a statement whether the Bidder is a sole proprietor, a partnership, a corporation, or any legal entity, and each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current Power of Attorney attached, certifying agent's authority to bind the Bidder.
- 4.1.9 Bidder shall complete the Non-Collusion Statement form included with the Bid Forms and include it with their Bid.
- 4.1.10 In the construction of all Public Works projects for the State of Delaware or any agency thereof, preference in employment of laborers, workers or mechanics shall be given to bona fide legal citizens of the State who have established citizenship by residence of at least 90 days in the State.
- 4.1.11 Each bidder shall include in their bid a copy of a valid Delaware Business License.'

## 4.2 BID SECURITY

- 4.2.1 All bids shall be accompanied by a deposit of either a good and sufficient bond to the agency for the benefit of the agency, with corporate surety authorized to do business in this State, the form of the bond and the surety to be approved by the agency, or a security of the bidder assigned to the agency, for a sum equal to at least 10% of the bid plus all add alternates, or in lieu of the bid bond a security deposit in the form of a certified check, bank treasurer's check, cashier's check, money order, or other prior approved secured deposit assigned to the State. The bid bond need not be for a specific sum, but may be stated to be for a sum equal to 10% of the bid plus all add alternates to which it relates and not to exceed a certain stated sum, if said sum is equal to at least 10% of the bid. The Bid Bond form used shall be the standard OMB form (attached).
- 4.2.2 The Agency has the right to retain the bid security of Bidders to whom an award is being considered until either a formal contract has been executed and bonds have been furnished or the specified time has elapsed so the Bids may be withdrawn or all Bids have been rejected.
- 4.2.3 In the event of any successful Bidder refusing or neglecting to execute a formal contract and bond within 20 days of the awarding of the contract, the bid bond or security deposited by the successful bidder shall be forfeited.

## 4.3 SUBCONTRACTOR LIST

- 4.3.1 As required by Delaware Code, Title 29, section 6962(d)(10)b, each Bidder shall submit with their Bid a completed List of Sub-Contractors included with the Bid Form. NAME ONLY ONE SUBCONTRACTOR FOR EACH TRADE. A Bid will be considered non-responsive unless the completed list is included.
- 4.3.2 Provide the Name and Address for each listed subcontractor. Addresses by City, Town or Locality, plus State, will be acceptable.
- 4.3.3 It is the responsibility of the Contractor to ensure that their Subcontractors are in compliance with the provisions of this law. Also, if a Contractor elects to list themselves as a Subcontractor for any category, they must specifically name themselves on the Bid Form and be able to document their capability to act as Subcontractor in that category in accordance with this law.

## 4.4 EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS

- 4.4.1 During the performance of this contract, the contractor agrees as follows:
- A. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, sex, color, sexual orientation, gender identity or national origin. The Contractor will take affirmative action to ensure the applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided by the contracting agency setting forth this nondiscrimination clause.
  - B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, sex, color, sexual orientation, gender identity or national origin."

#### 4.5 PREVAILING WAGE REQUIREMENT

- 4.5.1 Wage Provisions: In accordance with Delaware Code, Title 29, Section 6960, renovation projects whose total cost shall exceed \$15,000, and \$100,000 for new construction, the minimum wage rates for various classes of laborers and mechanics shall be as determined by the Department of Labor, Division of Industrial Affairs of the State of Delaware.
- 4.5.2 The prevailing wage shall be the wage paid to a majority of employees performing similar work as reported in the Department's annual prevailing wage survey or in the absence of a majority, the average paid to all employees reported.
- 4.5.3 The employer shall pay all mechanics and labors employed directly upon the site of work, unconditionally and not less often than once a week and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the specifications, regardless of any contractual relationship which may be alleged to exist between the employer and such laborers and mechanics.
- 4.5.4 The scale of the wages to be paid shall be posted by the employer in a prominent and easily accessible place at the site of the work.
- 4.5.5 Every contract based upon these specifications shall contain a stipulation that sworn payroll information, as required by the Department of Labor, be furnished weekly. The Department of Labor shall keep and maintain the sworn payroll information for a period of 6 months from the last day of the work week covered by the payroll.

#### 4.6 SUBMISSION OF BIDS

- 4.6.1 Enclose the Bid, the Bid Security, and any other documents required to be submitted with the Bid in a sealed opaque envelope. Address the envelope to the party receiving the Bids. Identify with the project name, project number, and the Bidder's name and address. If the Bid is sent by mail, enclose the sealed envelope in a separate mailing envelope with the notation "BID ENCLOSED" on the face thereof. The State is not responsible for the opening of bids prior to bid opening date and time that are not properly marked.
- 4.6.2 Deposit Bids at the designated location prior to the time and date for receipt of bids indicated in the Advertisement for Bids. Bids received after the time and date for receipt of bids will be marked "LATE BID" and returned.
- 4.6.3 Bidder assumes full responsibility for timely delivery at location designated for receipt of bids.
- 4.6.4 Oral, telephonic or telegraphic bids are invalid and will not receive consideration.
- 4.6.5 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids, provided that they are then fully in compliance with these Instructions to Bidders.

#### 4.7 MODIFICATION OR WITHDRAW OF BIDS

- 4.7.1 Prior to the closing date for receipt of Bids, a Bidder may withdraw a Bid by personal request and by showing proper identification to the Architect. A request for withdraw by letter or fax, if the Architect is notified in writing prior to receipt of fax, is acceptable. A fax directing a modification in the bid price will render the Bid informal, causing it to be ineligible for consideration of award. Telephone directives for modification of the bid price shall not be permitted and will have no bearing on the submitted proposal in any manner.

4.7.2 Bidders submitting Bids that are late shall be notified as soon as practicable and the bid shall be returned.

4.7.3 A Bid may not be modified, withdrawn or canceled by the Bidder during a thirty (30) day period following the time and date designated for the receipt and opening of Bids, and Bidder so agrees in submitting their Bid. Bids shall be binding for 30 days after the date of the Bid opening.

#### **ARTICLE 5: CONSIDERATION OF BIDS**

##### **5.1 OPENING/REJECTION OF BIDS**

5.1.1 Unless otherwise stated, Bids received on time will be publicly opened and will be read aloud. An abstract of the Bids will be made available to Bidders.

5.1.2 The Agency shall have the right to reject any and all Bids. A Bid not accompanied by a required Bid Security or by other data required by the Bidding Documents, or a Bid which is in any way incomplete or irregular is subject to rejection.

5.1.3 If the Bids are rejected, it will be done within thirty (30) calendar day of the Bid opening.

##### **5.2 COMPARISON OF BIDS**

5.2.1 After the Bids have been opened and read, the bid prices will be compared and the result of such comparisons will be made available to the public. Comparisons of the Bids may be based on the Base Bid plus desired Alternates. The Agency shall have the right to accept Alternates in any order or combination.

5.2.2 The Agency reserves the right to waive technicalities, to reject any or all Bids, or any portion thereof, to advertise for new Bids, to proceed to do the Work otherwise, or to abandon the Work, if in the judgment of the Agency or its agent(s), it is in the best interest of the State.

5.2.3 An increase or decrease in the quantity for any item is not sufficient grounds for an increase or decrease in the Unit Price.

5.2.4 The prices quoted are to be those for which the material will be furnished F.O.B. Job Site and include all charges that may be imposed during the period of the Contract.

5.2.5 No qualifying letter or statements in or attached to the Bid, or separate discounts will be considered in determining the low Bid except as may be otherwise herein noted. Cash or separate discounts should be computed and incorporated into Unit Bid Price(s).

##### **5.3 DISQUALIFICATION OF BIDDERS**

5.3.1 An agency shall determine that each Bidder on any Public Works Contract is responsible before awarding the Contract. Factors to be considered in determining the responsibility of a Bidder include:

- A. The Bidder's financial, physical, personnel or other resources including Subcontracts;
- B. The Bidder's record of performance on past public or private construction projects, including, but not limited to, defaults and/or final adjudication or admission of violations of the Prevailing Wage Laws in Delaware or any other state;

- C. The Bidder's written safety plan;
- D. Whether the Bidder is qualified legally to contract with the State;
- E. Whether the Bidder supplied all necessary information concerning its responsibility; and,
- F. Any other specific criteria for a particular procurement, which an agency may establish; provided however, that, the criteria be set forth in the Invitation to Bid and is otherwise in conformity with State and/or Federal law.

5.3.2 If an agency determines that a Bidder is nonresponsive and/or nonresponsible, the determination shall be in writing and set forth the basis for the determination. A copy of the determination shall be sent to the affected Bidder within five (5) working days of said determination.

5.3.3 In addition, any one or more of the following causes may be considered as sufficient for the disqualification of a Bidder and the rejection of their Bid or Bids.

5.3.3.1 More than one Bid for the same Contract from an individual, firm or corporation under the same or different names.

5.3.3.2 Evidence of collusion among Bidders.

5.3.3.3 Unsatisfactory performance record as evidenced by past experience.

5.3.3.4 If the Unit Prices are obviously unbalanced either in excess or below reasonable cost analysis values.

5.3.3.5 If there are any unauthorized additions, interlineation, conditional or alternate bids or irregularities of any kind which may tend to make the Bid incomplete, indefinite or ambiguous as to its meaning.

5.3.3.6 If the Bid is not accompanied by the required Bid Security and other data required by the Bidding Documents.

5.3.3.7 If any exceptions or qualifications of the Bid are noted on the Bid Form.

#### 5.4 ACCEPTANCE OF BID AND AWARD OF CONTRACT

5.4.1 A formal Contract shall be executed with the successful Bidder within twenty (20) calendar days after the award of the Contract.

5.4.2 Per Section 6962(d)(13) a., Title 29, Delaware Code, "The contracting agency shall award any public works contract within thirty (30) days of the bid opening to the lowest responsive and responsible Bidder, unless the Agency elects to award on the basis of best value, in which case the election to award on the basis of best value shall be stated in the Invitation To Bid."

5.4.3 Each Bid on any Public Works Contract must be deemed responsive by the Agency to be considered for award. A responsive Bid shall conform in all material respects to the requirements and criteria set forth in the Contract Documents and specifications.

5.4.4 The Agency shall have the right to accept Alternates in any order or combination, and to determine the low Bidder on the basis of the sum of the Base Bid, plus accepted Alternates.



- 5.4.5 The successful Bidder shall execute a formal contract, submit the required Insurance Certificate, and furnish good and sufficient bonds, unless specifically waived in the General Requirements, in accordance with the General Requirement, within twenty (20) days of official notice of contract award. Bonds shall be for the benefit of the Agency with surety in the amount of 100% of the total contract award. Said Bonds shall be conditioned upon the faithful performance of the contract. Bonds shall remain in affect for period of one year after the date of substantial completion.
- 5.4.6 If the successful Bidder fails to execute the required Contract and Bond, as aforesaid, within twenty (20) calendar days after the date of official Notice of the Award of the Contract, their Bid guaranty shall immediately be taken and become the property of the State for the benefit of the Agency as liquidated damages, and not as a forfeiture or as a penalty. Award will then be made to the next lowest qualified Bidder of the Work or readvertised, as the Agency may decide.
- 5.4.7 Each bidder shall supply with its bid its taxpayer identification number (i.e., federal employer identification number or social security number) and a copy of its Delaware business license, and should the vendor be awarded a contract, such vendor shall provide to the agency the taxpayer identification license numbers of such subcontractors. Such numbers shall be provided on the later of the date on which such subcontractor is required to be identified or the time the contract is executed. The successful Bidder shall provide to the agency to which it is contracting, within 30 days of entering into such public works contract, copies of all Delaware Business licenses of subcontractors and/or independent contractors that will perform work for such public works contract. However, if a subcontractor or independent contractor is hired or contracted more than 20 days after the Bidder entered the public works contract the Delaware Business license of such subcontractor or independent contractor shall be provided to the agency within 10 days of being contracted or hired.
- 5.4.8 The Bid Security shall be returned to the successful Bidder upon the execution of the formal contract. The Bid Securities of unsuccessful bidders shall be returned within thirty (30) calendar days after the opening of the Bids.

#### **ARTICLE 6: POST-BID INFORMATION**

- 6.1 CONTRACTOR'S QUALIFICATION STATEMENT
- 6.1.1 Bidders to whom award of a Contract is under consideration shall, if requested by the Agency, submit a properly executed AIA Document A305, Contractor's Qualification Statement, unless such a statement has been previously required and submitted.
- 6.2 BUSINESS DESIGNATION FORM
- 6.2.1 Successful bidder shall be required to accurately complete an Office of Management and Budget Business Designation Form for Subcontractors.

#### **ARTICLE 7: PERFORMANCE BOND AND PAYMENT BOND**

- 7.1 BOND REQUIREMENTS
- 7.1.1 The cost of furnishing the required Bonds, that are stipulated in the Bidding Documents, shall be included in the Bid.
- 7.1.2 If the Bidder is required by the Agency to secure a bond from other than the Bidder's usual sources, changes in cost will be adjusted as provide in the Contract Documents.
- 7.1.3 The Performance and Payment Bond forms used shall be the standard OMB forms (attached).

7.2 TIME OF DELIVERY AND FORM OF BONDS

7.2.1 The bonds shall be dated on or after the date of the Contract.

7.2.2 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix a certified and current copy of the power of attorney.

**ARTICLE 8: FORM OF AGREEMENT BETWEEN AGENCY AND CONTRACTOR**

8.1 Unless otherwise required in the Bidding Documents, the Agreement for the Work will be written on AIA Document A101, Standard Form of Agreement Between Owner and Contractor Where the Basis of Payment is a Stipulated Sum.

END OF INSTRUCTIONS TO BIDDERS

# **BID FORM**

POLYTECH SCHOOL DISTRICT  
POLYTECH HIGH SCHOOL  
823 WALNUT SHADE ROAD, WOODSIDE, DELAWARE  
ETI PROJECT NUMBER 11-285

**BID FORM**

**UNIT PRICES**

Unit prices conform to applicable project specification section. Refer to the specifications for a complete description of the following Unit Prices:

	<b><u>ADD</u></b>	<b><u>DEDUCT</u></b>
UNIT PRICE No. 1: <u>Remove and dispose of all designated asbestos pipe fitting Insulation Inside already established floor tile containment area (approximately 550 Fittings)</u>	\$ _____	\$ _____
UNIT PRICE No. 2: <u>Remove and dispose of asbestos pipe fittings inside one Glove-bag at sensor locations inside tent enclosure with air filtration unit and 2-stage decontamination unit (approximately 11 locations)</u>	\$ _____	\$ _____
UNIT PRICE No. 3: <u>Remove and dispose of all asbestos floor tile &amp; mastic (approximately 8,075 SF) as per specifications</u>	\$ _____	\$ _____
UNIT PRICE No. 4: <u>Remove and dispose of all asbestos 9" Floor Tile (not mastic) (approximately 1320 SF) as per specifications</u>	\$ _____	\$ _____
UNIT PRICE No. 5: <u>Remove and dispose of all asbestos floor tile mastic &amp; overlying non-asbestos tile (approximately 4,360 SF) as per specifications</u>	\$ _____	\$ _____
UNIT PRICE No. 6: <u>Remove and dispose of all designated exterior window caulk and remove window units (approximately 70 windows) as per specifications</u>	\$ _____	\$ _____
UNIT PRICE No. 7: <u>Remove and dispose of all designated interior window caulk and remove window units (approximately 27 windows) as per specifications</u>	\$ _____	\$ _____
UNIT PRICE No. 8: <u>Remove and dispose of transite lab hood (1 hood) as per specifications</u>	\$ _____	\$ _____

POLYTECH SCHOOL DISTRICT  
POLYTECH HIGH SCHOOL  
823 WALNUT SHADE ROAD, WOODSIDE, DELAWARE  
ETI PROJECT NUMBER 11-285  
**BID FORM**

I/We acknowledge Addendums numbered \_\_\_\_\_ and the price(s) submitted include any cost/schedule impact they may have.

This bid shall remain valid and cannot be withdrawn for sixty (60) days from the date of opening of bids, and the undersigned shall abide by the Bid Security forfeiture provisions. Bid Security is attached to this Bid.

The Owner shall have the right to reject any or all bids, and to waive any informality or irregularity in any bid received.

This bid is based upon work being accomplished by the Sub-Contractors named on the list attached to this bid.

Should I/We be awarded this contract, I/We pledge to achieve substantial completion of all the work within \_\_\_\_\_calendar days of the Notice to Proceed.

The undersigned represents and warrants that he has complied and shall comply with all requirements of local, state, and national laws; that no legal requirement has been or shall be violated in making or accepting this bid, in awarding the contract to him or in the prosecution of the work required; that the bid is legal and firm; that he has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken action in restraint of free competitive bidding.

Upon receipt of written notice of the acceptance of this Bid, the Bidder shall, within twenty (20) calendar days, execute the agreement in the required form and deliver the Contract Bonds, and Insurance Certificates, required by the Contract Documents.

I am / We are an Individual / a Partnership / a Corporation

By \_\_\_\_\_ Trading as \_\_\_\_\_  
(Individual's / General Partner's / Corporate Name)  
\_\_\_\_\_  
(State of Corporation)

Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Witness:** \_\_\_\_\_ **By:** \_\_\_\_\_  
(SEAL) ( Authorized Signature )  
\_\_\_\_\_  
( Title )  
**Date:** \_\_\_\_\_

**ATTACHMENTS**

Sub-Contractor List  
Non-Collusion Statement  
Bid Security  
(Others as Required by Project Manuals)

POLYTECH SCHOOL DISTRICT  
POLYTECH HIGH SCHOOL  
823 WALNUT SHADE ROAD, WOODSIDE, DELAWARE  
ETI PROJECT NUMBER 11-285

**BID FORM**

**SUBCONTRACTOR LIST**

In accordance with Title 29, Chapter 6962 (d)(10)b Delaware Code, the following sub-contractor listing must accompany the bid submittal. The name and address of the sub-contractor **must be listed for each category** where the bidder intends to use a sub-contractor to perform that category of work. In order to provide full disclosure and acceptance of the bid by the *Owner*, **it is required that bidders list themselves as being the sub-contractor for all categories where he/she is qualified and intends to perform such work.**

<u>Subcontractor Category</u>	<u>Subcontractor</u>	<u>Address (City &amp; State)</u>	<u>Subcontractors tax payer ID # or Delaware Business license #</u>
1.	<hr/>	<hr/>	<hr/>
2.	<hr/>	<hr/>	<hr/>
3.	<hr/>	<hr/>	<hr/>
4.	<hr/>	<hr/>	<hr/>
5.	<hr/>	<hr/>	<hr/>
6.	<hr/>	<hr/>	<hr/>
7.	<hr/>	<hr/>	<hr/>
8.	<hr/>	<hr/>	<hr/>
9.	<hr/>	<hr/>	<hr/>



POLYTECH SCHOOL DISTRICT  
POLYTECH HIGH SCHOOL  
823 WALNUT SHADE ROAD, WOODSIDE, DELAWARE  
ETI PROJECT NUMBER 11-285

**BID FORM**

**NON-COLLUSION STATEMENT**

This is to certify that the undersigned bidder has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal submitted this date (*to Polytech School District*).

All the terms and conditions of (*11-285 Polytech High School – Phases 3 & 4*) have been thoroughly examined and are understood.

**NAME OF BIDDER:**

\_\_\_\_\_

**AUTHORIZED REPRESENTATIVE  
(TYPED):**

\_\_\_\_\_

**AUTHORIZED REPRESENTATIVE  
(SIGNATURE):**

\_\_\_\_\_

**TITLE:**

\_\_\_\_\_

**ADDRESS OF BIDDER:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**E-MAIL:**

\_\_\_\_\_

**PHONE NUMBER:**

\_\_\_\_\_

Sworn to and Subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

My Commission expires \_\_\_\_\_. NOTARY PUBLIC \_\_\_\_\_.

**THIS PAGE MUST BE SIGNED AND NOTARIZED FOR YOUR BID TO BE CONSIDERED.**

STATE OF DELAWARE  
OFFICE OF MANAGEMENT AND BUDGET

**BID BOND**

TO ACCOMPANY PROPOSAL  
(Not necessary if security is used)

KNOW ALL MEN BY THESE PRESENTS That: \_\_\_\_\_  
\_\_\_\_\_ of \_\_\_\_\_ in the County of \_\_\_\_\_  
\_\_\_\_\_ and State of \_\_\_\_\_ as **Principal**, and \_\_\_\_\_  
\_\_\_\_\_ of \_\_\_\_\_ in the County of \_\_\_\_\_  
and State of \_\_\_\_\_ as **Surety**, legally authorized to do business in the State of Delaware  
("State"), are held and firmly unto the **State** in the sum of \_\_\_\_\_  
\_\_\_\_\_ Dollars (\$\_\_\_\_\_), or \_\_\_\_\_ percent not to exceed \_\_\_\_\_  
\_\_\_\_\_ Dollars (\$\_\_\_\_\_)  
of amount of bid on Contract No. \_\_\_\_\_, to be paid to the **State** for the use and  
benefit of \_\_\_\_\_ (*insert State agency name*) for which payment  
well and truly to be made, we do bind ourselves, our and each of our heirs, executors, administrators, and  
successors, jointly and severally for and in the whole firmly by these presents.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH That if the above bonded **Principal**  
who has submitted to the \_\_\_\_\_ (*insert State agency name*) a  
certain proposal to enter into this contract for the furnishing of certain material and/or services within the  
**State**, shall be awarded this Contract, and if said **Principal** shall well and truly enter into and execute this  
Contract as may be required by the terms of this Contract and approved by the \_\_\_\_\_  
\_\_\_\_\_ (*insert State agency name*) this Contract to be entered into within twenty days after  
the date of official notice of the award thereof in accordance with the terms of said proposal, then this  
obligation shall be void or else to be and remain in full force and virtue.

Sealed with \_\_\_\_\_ seal and dated this \_\_\_\_\_ day of \_\_\_\_\_ in the year of our Lord two  
thousand and \_\_\_\_\_ (20\_\_\_\_).

SEALED, AND DELIVERED IN THE  
Presence of

\_\_\_\_\_  
Name of Bidder (Organization)

Corporate  
Seal

By:

\_\_\_\_\_  
Authorized Signature

Attest \_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Surety

Witness: \_\_\_\_\_

By:

\_\_\_\_\_  
Title

**STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR A101-2007**

The contract to be utilized on this project shall be the "Standard Form of Agreement Between Owner and Contractor" AIA Document A101-2007.

**SUPPLEMENT TO AGREEMENT BETWEEN OWNER AND CONTRACTOR A101-2007**

The following supplements modify the "Standard Form of Agreement Between Owner and Contractor," AIA Document A101-2007. Where a portion of the Standard Form of Agreement is modified or deleted by the following, the unaltered portions of the Standard Form of Agreement shall remain in effect.

**ARTICLE 5: PAYMENTS****5.1 PROGRESS PAYMENTS****5.1.3 Delete paragraph 5.1.3 in its entirety and replace with the following:**

"Provided that a valid Application for Payment is received by the Architect that meets all requirements of the Contract, payment shall be made by the Owner not later than 30 days after the Owner receives the valid Application for Payment."

**ARTICLE 6: DISPUTE RESOLUTION****6.2 BINDING DISPUTE RESOLUTION**

Check Other – and add the following sentence:

"Any remedies available in law or in equity."

**ARTICLE 8: MISCELLANEOUS PROVISIONS****8.2 Insert the following:**

"Payments are due 30 days after receipt of a valid Application for Payment. After that 30 day period, interest may be charged at the rate of 1% per month not to exceed 12% per annum."

**8.5 Delete paragraph 8.5 in its entirety and replace with the following:**

"The Contractor's representative shall not be changed without ten days written notice to the Owner."

END OF SUPPLEMENT TO AGREEMENT BETWEEN OWNER AND CONTRACTOR

STATE OF DELAWARE  
OFFICE OF MANAGEMENT AND BUDGET

**PERFORMANCE BOND**

Bond Number: \_\_\_\_\_

KNOW ALL PERSONS BY THESE PRESENTS, that we, \_\_\_\_\_, as principal (“**Principal**”), and \_\_\_\_\_, a \_\_\_\_\_ corporation, legally authorized to do business in the State of Delaware, as surety (“**Surety**”), are held and firmly bound unto the **Polytech School District** (“**Owner**”), in the amount of \_\_\_\_\_ (\$\_\_\_\_\_), to be paid to **Owner**, for which payment well and truly to be made, we do bind ourselves, our and each and every of our heirs, executors, administrations, successors and assigns, jointly and severally, for and in the whole, firmly by these presents.

Sealed with our seals and dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, that if **Principal**, who has been awarded by **Owner** that certain contract known as Contract No. \_\_\_\_\_ dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the “Contract”), which Contract is incorporated herein by reference, shall well and truly provide and furnish all materials, appliances and tools and perform all the work required under and pursuant to the terms and conditions of the Contract and the Contract Documents (as defined in the Contract) or any changes or modifications thereto made as therein provided, shall make good and reimburse **Owner** sufficient funds to pay the costs of completing the Contract that **Owner** may sustain by reason of any failure or default on the part of **Principal**, and shall also indemnify and save harmless **Owner** from all costs, damages and expenses arising out of or by reason of the performance of the Contract and for as long as provided by the Contract; then this obligation shall be void, otherwise to be and remain in full force and effect.

**Surety**, for value received, hereby stipulates and agrees, if requested to do so by **Owner**, to fully perform and complete the work to be performed under the Contract pursuant to the terms, conditions and covenants thereof, if for any cause **Principal** fails or neglects to so fully perform and complete such work.

**Surety**, for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of **Surety** and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition or change in or to the Contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any work to be performed or any monies due or to become due thereunder; and **Surety** hereby waives notice of any and all such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, subcontractors, and other transferees shall have the same effect as to **Surety** as though done or omitted to be done by or in relation to **Principal**.

**Surety** hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of the Contract shall in any way whatsoever affect the obligation of **Surety** and its bond.

Any proceeding, legal or equitable, under this Bond may be brought in any court of competent jurisdiction in the State of Delaware. Notices to **Surety** or Contractor may be mailed or delivered to them at their respective addresses shown below.

IN WITNESS WHEREOF, **Principal** and **Surety** have hereunto set their hand and seals, and such of them as are corporations have caused their corporate seal to be hereto affixed and these presents to be signed by their duly authorized officers, the day and year first above written.

PRINCIPAL

Name: \_\_\_\_\_

Witness or Attest: Address: \_\_\_\_\_

_____ Name:  (Corporate Seal)	By: _____(SEAL) Name: Title:
----------------------------------------	------------------------------------

SURETY

Name: \_\_\_\_\_

Witness or Attest: Address: \_\_\_\_\_

_____ Name:  (Corporate Seal)	By: _____(SEAL) Name: Title:
----------------------------------------	------------------------------------



STATE OF DELAWARE  
OFFICE OF MANAGEMENT AND BUDGET

**PAYMENT BOND**

Bond Number: \_\_\_\_\_

KNOW ALL PERSONS BY THESE PRESENTS, that we, \_\_\_\_\_, as principal (“**Principal**”), and \_\_\_\_\_, a \_\_\_\_\_ corporation, legally authorized to do business in the State of Delaware, as surety (“**Surety**”), are held and firmly bound unto the *Polytech School District* (“**Owner**”), in the amount of \_\_\_\_\_ (\$\_\_\_\_\_), to be paid to **Owner**, for which payment well and truly to be made, we do bind ourselves, our and each and every of our heirs, executors, administrations, successors and assigns, jointly and severally, for and in the whole firmly by these presents.

Sealed with our seals and dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, that if **Principal**, who has been awarded by **Owner** that certain contract known as Contract No. \_\_\_\_\_ dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the “Contract”), which Contract is incorporated herein by reference, shall well and truly pay all and every person furnishing materials or performing labor or service in and about the performance of the work under the Contract, all and every sums of money due him, her, them or any of them, for all such materials, labor and service for which **Principal** is liable, shall make good and reimburse **Owner** sufficient funds to pay such costs in the completion of the Contract as **Owner** may sustain by reason of any failure or default on the part of **Principal**, and shall also indemnify and save harmless **Owner** from all costs, damages and expenses arising out of or by reason of the performance of the Contract and for as long as provided by the Contract; then this obligation shall be void, otherwise to be and remain in full force and effect.

**Surety**, for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of **Surety** and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition or change in or to the Contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any work to be performed or any monies due or to become due thereunder; and **Surety** hereby waives notice of any and all such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, subcontractors, and other transferees shall have the same effect as to **Surety** as though done or omitted to be done by or in relation to **Principal**.

**Surety** hereby stipulates and agrees that no modifications, omission or additions in or to the terms of the Contract shall in any way whatsoever affect the obligation of **Surety** and its bond.

Any proceeding, legal or equitable, under this Bond may be brought in any court of competent jurisdiction in the State of Delaware. Notices to **Surety** or Contractor may be mailed or delivered to them at their respective addresses shown below.

IN WITNESS WHEREOF, **Principal** and **Surety** have hereunto set their hand and seals, and such of them as are corporations have caused their corporate seal to be hereto affixed and these presents to be signed by their duly authorized officers, the day and year first above written.

PRINCIPAL

Name: \_\_\_\_\_

Witness or Attest: Address: \_\_\_\_\_

\_\_\_\_\_  
Name:  
  
(Corporate Seal)

By: \_\_\_\_\_(SEAL)  
Name:  
Title:

SURETY

Name: \_\_\_\_\_

Witness or Attest: Address: \_\_\_\_\_

\_\_\_\_\_  
Name:  
  
(Corporate Seal)

By: \_\_\_\_\_(SEAL)  
Name:  
Title:

# APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702 (Instructions on reverse side) PAGE ONE OF PAGES

TO OWNER: PROJECT: APPLICATION NO.: PERIOD TO: PROJECT NOS.: CONTRACTOR

FROM CONTRACTOR: VIA ARCHITECT: CONTRACT DATE:

Distribution to:  
☐ OWNER  
☐ ARCHITECT  
☐ CONTRACTOR

CONTRACT FOR: The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: By: Date:

State of: County of: Subscribed and sworn to before me this day of

Notary Public: My Commission expires:

## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT: By: Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$

2. Net change by Change Orders \$

3. CONTRACT SUM TO DATE (Line 1 + 2) \$

4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$

5. RETAINAGE:  
a. % of Completed Work (Columns D + E on G703) \$  
b. % of Stored Material (Column F on G703) \$  
Total Retainage (Line 5a + 5b or Total in Column I of G703) \$

6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total) \$

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$

8. CURRENT PAYMENT DUE \$

9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

	PAGE	OF	PAGES
1	1	1	1
2	2	2	2
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97	97	97	97
98	98	98	98
99	99	99	99
100	100	100	100

APPLICATION NO.:

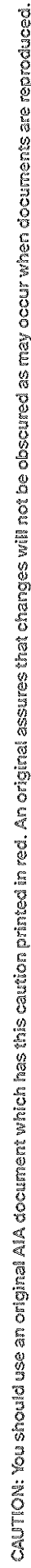
APPLICATION DATE:

PERIOD TO:

ARCHITECT'S PROJECT NO.:

[illegible]

**G703-1992**



GENERAL CONDITIONS  
TO THE  
CONTRACT

The General Conditions of this Contract are as stated in the American Institute of Architects Document AIA A201 (2007 Edition) entitled General Conditions of the Contract for Construction and is part of this project manual as if herein written in full.

**SUPPLEMENTARY GENERAL CONDITIONS A201-2007**

The following supplements modify the "General Conditions of the Contract for Construction," AIA Document A201-2007. Where a portion of the General Conditions is modified or deleted by the Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

**TABLE OF ARTICLES**

1. GENERAL PROVISIONS
2. OWNER
3. CONTRACTOR
4. ADMINISTRATION OF THE CONTRACT
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**ARTICLE 1: GENERAL PROVISIONS****1.1 BASIC DEFINITIONS****1.1.1 THE CONTRACT DOCUMENTS**

Delete the last sentence in its entirety and replace with the following:

"The Contract Documents also include Advertisement for Bid, Instructions to Bidder, sample forms, the Bid Form, the Contractor's completed Bid and the Award Letter."

Add the following Paragraph:

1.1.1.1 In the event of conflict or discrepancies among the Contract Documents, the Documents prepared by the State of Delaware, Division of Facilities Management shall take precedence over all other documents.

**1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS**

Add the following Paragraphs:

1.2.4 In the case of an inconsistency between the Drawings and the Specifications, or within either document not clarified by addendum, the better quality or greater quantity of work shall be provided in accordance with the Architect's interpretation.

1.2.5 The word "PROVIDE" as used in the Contract Documents shall mean "FURNISH AND INSTALL" and shall include, without limitation, all labor, materials, equipment, transportation, services and other items required to complete the Work.

1.2.6 The word "PRODUCT" as used in the Contract Documents means all materials, systems and equipment.

**1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE**

Delete Paragraph 1.5.1 in its entirety and replace with the following:

"All pre-design studies, drawings, specifications and other documents, including those in electronic form, prepared by the Architect under this Agreement are, and shall remain, the property of the Owner whether the Project for which they are made is executed or not. Such documents may be used by the Owner to construct one or more like Projects without the approval of, or additional compensation to, the Architect. The Contractor, Subcontractors, Sub-subcontractors and Material or Equipment Suppliers are authorized to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Architect and the Architect's consultants appropriate to and for use in the execution of their Work under the Contract Documents. They are not to be used by the Contractor or any Subcontractor, Sub-subcontractor or Material and Equipment Supplier on other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and Architect's consultants.

The Architect shall not be liable for injury or damage resulting from the re-use of drawings and specifications if the Architect is not involved in the re-use Project. Prior to re-use of construction documents for a Project in which the Architect is not also involved, the Owner will remove from such documents all identification of the original Architect, including name, address and professional seal or stamp.”

Delete Paragraph 1.5.2 in its entirety.

## **ARTICLE 2: OWNER**

### **2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER**

To Subparagraph 2.2.3 – Add the following sentence:

“The Contractor, at their expense shall bear the costs to accurately identify the location of all underground utilities in the area of their excavation and shall bear all cost for any repairs required, out of failure to accurately identify said utilities.”

Delete Subparagraph 2.2.5 in its entirety and substitute the following:

2.2.5 The Contractor shall be furnished free of charge up to five (5) sets of the Drawings and Project Manuals. Additional sets will be furnished at the cost of reproduction, postage and handling.

## **ARTICLE 3: CONTRACTOR**

### **3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR**

Amend Paragraph 3.2.2 to state that any errors, inconsistencies or omissions discovered shall be reported to the Architect and Owner immediately.

Delete the third sentence in Paragraph 3.2.3.

### **3.3 SUPERVISION AND CONSTRUCTION PROCEDURES**

Add the following Paragraphs:

3.3.2.1 The Contractor shall immediately remove from the Work, whenever requested to do so by the Owner, any person who is considered by the Owner or Architect to be incompetent or disposed to be so disorderly, or who for any reason is not satisfactory to the Owner, and that person shall not again be employed on the Work without the consent of the Owner or the Architect.

3.3.4 The Contractor must provide suitable storage facilities at the Site for the proper protection and safe storage of their materials. Consult the Owner and the Architect before storing any materials.

3.3.5 When any room is used as a shop, storeroom, office, etc., by the Contractor or Subcontractor(s) during the construction of the Work, the Contractor making use of these areas will be held responsible for any repairs, patching or cleaning arising from such use.



### 3.4 LABOR AND MATERIALS

Add the Following Paragraphs:

- 3.4.4 Before starting the Work, each Contractor shall carefully examine all preparatory Work that has been executed to receive their Work. Check carefully, by whatever means are required, to insure that its Work and adjacent, related Work, will finish to proper contours, planes and levels. Promptly notify the General Contractor/Construction Manager of any defects or imperfections in preparatory Work which will in any way affect satisfactory completion of its Work. Absence of such notification will be construed as an acceptance of preparatory Work and later claims of defects will not be recognized.
- 3.4.5 Under no circumstances shall the Contractor's Work proceed prior to preparatory Work having been completely cured, dried and/or otherwise made satisfactory to receive this Work. Responsibility for timely installation of all materials rests solely with the Contractor responsible for that Work, who shall maintain coordination at all times.

### 3.5 WARRANTY

Add the following Paragraphs:

- 3.5.1 The Contractor will guarantee all materials and workmanship against original defects, except injury from proper and usual wear when used for the purpose intended, for two years after Acceptance by the Owner, and will maintain all items in perfect condition during the period of guarantee.
- 3.5.2 Defects appearing during the period of guarantee will be made good by the Contractor at his expense upon demand of the Owner, it being required that all work will be in perfect condition when the period of guarantee will have elapsed.
- 3.5.3 In addition to the General Guarantee there are other guarantees required for certain items for different periods of time than the two years as above, and are particularly so stated in that part of the specifications referring to same. The said guarantees will commence at the same time as the General Guarantee.
- 3.5.4 If the Contractor fails to remedy any failure, defect or damage within a reasonable time after receipt of notice, the Owner will have the right to replace, repair, or otherwise remedy the failure, defect or damage at the Contractor's expense.

### 3.11 DOCUMENTS AND SAMPLES AT THE SITE

Add the following Paragraphs:

- 3.11.1 During the course of the Work, the Contractor shall maintain a record set of drawings on which the Contractor shall mark the actual physical location of all piping, valves, equipment, conduit, outlets, access panels, controls, actuators, including all appurtenances that will be concealed once construction is complete, etc., including all invert elevations.
- 3.11.2 At the completion of the project, the Contractor shall obtain a set of reproducible drawings from the Architect, and neatly transfer all information outlined in 3.11.1 to provide a complete record of the as-built conditions.

3.11.3 The Contractor shall provide two (2) prints of the as-built conditions, along with the reproducible drawings themselves, to the Owner and one (1) set to the Architect. In addition, attach one complete set to each of the Operating and Maintenance Instructions/Manuals.

3.17 In the second sentence of the paragraph, insert "indemnify" between "shall" and "hold".

#### **ARTICLE 4: ADMINISTRATION OF THE CONTRACT**

##### **4.2 ADMINISTRATION OF THE CONTRACT**

Delete the first sentence of Paragraph 4.2.7 and replace with the following:

The Architect will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples for the purpose of checking for conformance with the Contract Documents.

Delete the second sentence of Paragraph 4.2.7 and replace with the following:

The Architect's action will be taken with such reasonable promptness as to cause no delay in the Work in the activities of the Owner, Contractor or separate Contractors, while allowing sufficient time in the Owner's professional judgment to permit adequate review.

Add the following Paragraph:

4.2.10.1 There will be no full-time project representative provided by the Owner or Architect on this project.

Add to Paragraph 4.2.13 "and in compliance with all local requirements." to the end of the sentence

#### **ARTICLE 5: SUBCONTRACTORS**

##### **5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK**

Delete Paragraph 5.2.3 in its entirety and replace with the following:

5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection, subject to the statutory requirements of 29 Delaware Code § 6962(d)(10)b.3 and 4.

#### **ARTICLE 6: CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

##### **6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS**

Delete Paragraph 6.1.4 in its entirety.

##### **6.2 MUTUAL RESPONSIBILITY**

6.2.3 In the second sentence, strike the word "shall" and insert the word "may".

**ARTICLE 7: CHANGES IN THE WORK**

(SEE ARTICLE 7: CHANGES IN WORK IN THE GENERAL REQUIREMENTS)

**ARTICLE 8: TIME****8.2 PROGRESS AND COMPLETION**

Add the following Paragraphs:

8.2.1.1 Refer to Specification Section SUMMARY OF WORK for Contract time requirements.

8.2.4 If the Work falls behind the Progress Schedule as submitted by the Contractor, the Contractor shall employ additional labor and/or equipment necessary to bring the Work into compliance with the Progress Schedule at no additional cost to the Owner.

**8.3 DELAYS AND EXTENSION OF TIME**

8.3.1 Strike "arbitration" and insert "remedies at law or in equity".

Add the following Paragraph:

8.3.2.1 The Contractor shall update the status of the suspension, delay, or interruption of the Work with each Application for Payment. (The Contractor shall report the termination of such cause immediately upon the termination thereof.) Failure to comply with this procedure shall constitute a waiver for any claim for adjustment of time or price based upon said cause.

Delete Paragraph 8.3.3 in its entirety and replace with the following:

8.3.3 Except in the case of a suspension of the Work directed by the Owner, an extension of time under the provisions of Paragraph 8.3.1 shall be the Contractor's sole remedy in the progress of the Work and there shall be no payment or compensation to the Contractor for any expense or damage resulting from the delay.

Add the following Paragraph:

8.3.4 By permitting the Contractor to work after the expired time for completion of the project, the Owner does not waive their rights under the Contract.

**ARTICLE 9: PAYMENTS AND COMPLETION****9.2 SCHEDULE OF VALUES**

Add the following Paragraphs:

9.2.1 The Schedule of Values shall be submitted using AIA Document G702, Continuation Sheet to G703.

9.2.2 The Schedule of Values is to include a line item for Project Closeout Document Submittal. The value of this item is to be no less than 1% of the initial contract amount.

### 9.3 APPLICATIONS FOR PAYMENT

Add the following Paragraph:

- 9.3.1.3 Application for Payment shall be submitted on AIA Document G702 "Application and Certificate for Payment", supported by AIA Document G703 "Continuation Sheet". Said Applications shall be fully executed and notarized.

Add the following Paragraphs:

- 9.3.4 Until Closeout Documents have been received and outstanding items completed the Owner will pay 95% (ninety-five percent) of the amount due the Contractor on account of progress payments.
- 9.3.5 The Contractor shall provide a current and updated Progress Schedule to the Architect with each Application for Payment. Failure to provide Schedule will be just cause for rejection of Application for Payment.

### 9.5 DECISIONS TO WITHHOLD CERTIFICATION

Add the following to 9.5.1:

- .8 failure to provide a current Progress Schedule;  
.9 a lien or attachment is filed;  
.10 failure to comply with mandatory requirements for maintaining Record Documents.

### 9.6 PROGRESS PAYMENTS

Delete Paragraph 9.6.1 in its entirety and replace with the following:

- 9.6.1 After the Architect has approved and issued a Certificate for Payment, payment shall be made by the Owner within 30 days after Owner's receipt of the Certificate for Payment.

### 9.7 FAILURE OF PAYMENT

In first sentence, strike "seven" and insert "thirty (30)". Also strike "binding dispute resolution" and insert "remedies at law or in equity".

### 9.8 SUBSTANTIAL COMPLETION

To Subparagraph 9.8.3 - Add the following sentence:

"If the Architect is required to make more than 2 inspections of the same portion of work, the Contractor shall be responsible for all costs associated with subsequent inspections including but not limited to any Architect's fees."

- 9.8.5 In the second sentence, strike "shall" and insert "may".

**ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY****10.1 SAFETY PRECAUTIONS AND PROGRAMS**

Add the following Paragraphs:

10.1.1.1.1 Each Contractor shall develop a safety program in accordance with the Occupational Safety and Health Act of 1970. A copy of said plan shall be furnished to the Owner and Architect prior to the commencement of that Contractor's Work.

10.1.2 Each Contractor shall appoint a Safety Representative. Safety Representatives shall be someone who is on site on a full time basis. If deemed necessary by the Owner or Architect, Contractor Safety meetings will be scheduled. The attendance of all Safety Representatives will be required. Minutes will be recorded of said meetings by the Contractor and will be distributed to all parties as well as posted in all job offices/trailers etc.

**10.2 SAFETY OF PERSONS AND PROPERTY**

Add the following Paragraph:

10.2.4.1 As required in the Hazardous Chemical Act of June 1984, all vendors supplying any material that may be defined as hazardous must provide Material Safety Data Sheets for those products. Any chemical product should be considered hazardous if it has a caution warning on the label relating to a potential physical or health hazard, if it is known to be present in the work place, and if employees may be exposed under normal conditions or in foreseeable emergency situations. Material Safety Data Sheets shall be provided directly to the Owner, along with the shipping slips that include those products.

**10.3 HAZARDOUS MATERIALS**

Delete Paragraph 10.3.3 in its entirety.

Delete Paragraph 10.3.6 in its entirety.

**ARTICLE 11: INSURANCE AND BONDS****11.1 CONTRACTOR'S LIABILITY INSURANCE**

11.1.4 Strike "the Owner" immediately following "(1)" and strike "and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations."

**11.2 OWNER'S LIABILITY INSURANCE**

Delete Paragraph 11.2 in its entirety.

**11.3 PROPERTY INSURANCE**

Delete Paragraph 11.3 in its entirety and replace with the following:

11.3 The State will not provide Builder's All Risk Insurance for the Project. The Contractor and all Subcontractors shall provide property coverage for their tools and equipment, as necessary. Any mandatory deductible required by the Contractor's Insurance shall be the responsibility of the Contractor.

**11.4 PERFORMANCE BOND AND PAYMENT BOND**

- 11.4.1 Add the following sentence: "The bonds will conform to those forms approved by the Office of Management and Budget."

**ARTICLE 12: UNCOVERING AND CORRECTION OF WORK****12.2.2 AFTER SUBSTANTIAL COMPLETION**

Add the following Paragraph:

- 12.2.2.1.1 At any time during the progress of the Work, or in any case where the nature of the defects will be such that it is not expedient to have corrected, the Owner, at its option, will have the right to deduct such sum, or sums, of money from the amount of the Contract as it considers justified to adjust the difference in value between the defective work and that required under contract including any damage to the structure.

- 12.2.2.1 Strike "one" and insert "two".

- 12.2.2.2 Strike "one" and insert "two".

- 12.2.2.3 Strike "one" and insert "two".

- 12.2.5 In second sentence, strike "one" and insert "two".

**ARTICLE 13: MISCELLANEOUS PROVISIONS****13.1 GOVERNING LAW**

Strike "except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4."

**13.6 INTEREST**

Strike "the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located." Insert "30 days of presentment of the authorized Certificate of Payment at the annual rate of 12% or 1% per month."

**13.7 TIME LIMITS ON CLAIMS**

Strike the last sentence.

Add the following Paragraph:

**13.8 CONFLICTS WITH FEDERAL STATUTES OR REGULATIONS**

- 13.8.1 If any provision, specifications or requirement of the Contract Documents conflict or is inconsistent with any statute, law or regulation of the government of the United State of America, the Contractor shall notify the Architect and Owner immediately upon discovery.

**ARTICLE 14: TERMINATION OR SUSPENSION OF THE CONTRACT****14.4 TERMINATION BY THE OWNER FOR CONVENIENCE**

Delete Paragraph 14.4.3 in its entirety and replace with the following:

- 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and cost incurred by reason of such termination along with reasonable overhead.

**ARTICLE 15: CLAIMS AND DISPUTES**

- 15.1.2 Throughout the Paragraph strike "21" and insert "45".

**15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES**

Delete Paragraph 15.1.6 in its entirety.

**15.2 INITIAL DECISION**

Delete Paragraph 15.2.5 in its entirety and replace with the following:

- 15.2.5 The Architect will approve or reject Claims by written decision, which shall state the reasons therefore and shall notify the parties of any change in the Contract Sum or Contract Time or both. The approval or rejection of a Claim by the Architect shall be subject to mediation and other remedies at law or in equity.

Delete Paragraph 15.2.6 and its subparagraphs in their entirety.

**15.3 MEDIATION**

- 15.3.1 Strike "binding dispute resolution" and insert "any or all remedies at law or in equity".

- 15.3.2 In the first sentence, delete "administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedure in effect on the date of the Agreement," Strike "binding dispute resolution" and insert "remedies at law and in equity".

**15.4 ARBITRATION**

Delete Paragraph 15.4 and its sub-sections in its entirety.

END OF SUPPLEMENTARY GENERAL CONDITIONS

## **GENERAL REQUIREMENTS**

### **TABLE OF ARTICLES**

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**ARTICLE 1: GENERAL****1.1 CONTRACT DOCUMENTS**

1.1.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary and what is required by one shall be as binding as if required by all. Performance by the Contractor shall be required to an extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results.

1.1.2 Work including material purchases shall not begin until the Contractor is in receipt of a bonafide State of Delaware Purchase Order. Any work performed or material purchases prior to the issuance of the Purchase Order is done at the Contractor's own risk and cost.

**1.2 EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS**

1.2.1 For Public Works Projects financed in whole or in part by state appropriation the Contractor agrees that during the performance of this contract:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, sex, color, sexual orientation, gender identity or national origin. The Contractor will take positive steps to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, sex, color, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided by the contracting agency setting forth this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, sex, color, sexual orientation, gender identity or national origin."

**ARTICLE 2: OWNER**

(NO ADDITIONAL GENERAL REQUIREMENTS – SEE SUPPLEMENTARY GENERAL CONDITIONS)

**ARTICLE 3: CONTRACTOR**

3.1 Schedule of Values: The successful Bidder shall within twenty (20) days after receiving notice to proceed with the work, furnish to the Owner a complete schedule of values on the various items comprising the work.

3.2 Subcontracts: Upon approval of Subcontractors, the Contractor shall award their Subcontracts as soon as possible after the signing of their own contract and see that all material, their own and those of their Subcontractors, are promptly ordered so that the work will not be delayed by failure of materials to arrive on time.

3.3 Before commencing any work or construction, the General Contractor is to consult with the Owner as to matters in connection with access to the site and the allocation of Ground Areas for the various features of hauling, storage, etc.

- 3.4 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions.
- 3.5 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.
- 3.6 The Contractor warrants to the Owner that materials and equipment furnished will be new and of good quality, unless otherwise permitted, and that the work will be free from defects and in conformance with the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved, may be considered defective. If required by the Owner, the Contractor shall furnish evidence as to the kind and quality of materials and equipment provided.
- 3.7 Unless otherwise provided, the Contractor shall pay all sales, consumer, use and other similar taxes, and shall secure and pay for required permits, fees, licenses, and inspections necessary for proper execution of the Work.
- 3.8 The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on performance of the Work. The Contractor shall promptly notify the Owner if the Drawings and Specifications are observed to be at variance therewith.
- 3.9 The Contractor shall be responsible to the Owner for the acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons performing portions of the Work under contract with the Contractor.
- 3.10 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work the Contractor shall remove from and about the Project all waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials. The Contractor shall be responsible for returning all damaged areas to their original conditions.
- 3.11 STATE LICENSE AND TAX REQUIREMENTS
- 3.11.1 Each Contractor and Subcontractor shall be licensed to do business in the State of Delaware and shall pay all fees and taxes due under State laws. In conformance with Section 2503, Chapter 25, Title 30, Delaware Code, "the Contractor shall furnish the Delaware Department of Finance within ten (10) days after entering into any contract with a contractor or subcontractor not a resident of this State, a statement of total value of such contract or contracts together with the names and addresses of the contracting parties."
- 3.12. The Contractor shall comply with all requirements set forth in Section 6962, Chapter 69, Title 29 of the Delaware Code.

**ARTICLE 4: ADMINISTRATION OF THE CONTRACT****4.1 CONTRACT SURETY****4.1.1 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND**

- 4.1.2 All bonds will be required as follows unless specifically waived elsewhere in the Bidding Documents.
- 4.1.3 Contents of Performance Bonds – The bond shall be in the form approved by the Office of Management and Budget. The bond shall be conditioned upon the faithful compliance and performance by the successful bidder of each and every term and condition of the contract and the proposal, plans, specifications, and bid documents thereof. Each term and condition shall be met at the time and in the manner prescribed by the Contract, Bid documents and the specifications, including the payment in full to every person furnishing material or performing labor in the performance of the Contract, of all sums of money due the person for such labor and material. (The bond shall also contain the successful bidder's guarantee to indemnify and save harmless the State and the agency from all costs, damages and expenses growing out of or by reason of the Contract in accordance with the Contract.)
- 4.1.4 Invoking a Performance Bond – The agency may, when it considers that the interest of the State so require, cause judgement to be confessed upon the bond.
- 4.1.5 Within twenty (20) days after the date of notice of award of contract, the Bidder to whom the award is made shall furnish a Performance Bond and Labor and Material Payment Bond, each equal to the full amount of the Contract price to guarantee the faithful performance of all terms, covenants and conditions of the same. The bonds are to be issued by an acceptable Bonding Company licensed to do business in the State of Delaware and shall be issued in duplicate.
- 4.1.6 Performance and Payment Bonds shall be maintained in full force (warranty bond) for a period of two (2) years after the date of the Certificate for Final Payment. The Performance Bond shall guarantee the satisfactory completion of the Project and that the Contractor will make good any faults or defects in his work which may develop during the period of said guarantees as a result of improper or defective workmanship, material or apparatus, whether furnished by themselves or their Sub-Contractors. The Payment Bond shall guarantee that the Contractor shall pay in full all persons, firms or corporations who furnish labor or material or both labor and material for, or on account of, the work included herein. The bonds shall be paid for by this Contractor. The Owner shall have the right to demand that the proof parties signing the bonds are duly authorized to do so.
- 4.2 FAILURE TO COMPLY WITH CONTRACT
- 4.2.1 If any firm entering into a contract with the State, or Agency that neglects or refuses to perform or fails to comply with the terms thereof, the Agency which signed the Contract may terminate the Contract and proceed to award a new contract in accordance with this Chapter 69, Title 29 of the Delaware Code or may require the Surety on the Performance Bond to complete the Contract in accordance with the terms of the Performance Bond. Nothing herein shall preclude the Agency from pursuing additional remedies as otherwise provided by law.
- 4.3 CONTRACT INSURANCE AND CONTRACT LIABILITY
- 4.3.1 In addition to the bond requirements stated in the Bid Documents, each successful Bidder shall purchase adequate insurance for the performance of the Contract and, by submission of a Bid, agrees to indemnify and save harmless and to defend all legal or equitable actions brought against the State, any Agency, officer and/or employee of the State, for and from all claims of liability which is or may be the result of the successful Bidder's actions during the performance of the Contract.

- 4.3.2 The purchase or nonpurchase of such insurance or the involvement of the successful Bidder in any legal or equitable defense of any action brought against the successful Bidder based upon work performed pursuant to the Contract will not waive any defense which the State, its agencies and their respective officers, employees and agents might otherwise have against such claims, specifically including the defense of sovereign immunity, where applicable, and by the terms of this section, the State and all agencies, officers and employees thereof shall not be financially responsible for the consequences of work performed, pursuant to said contract.

#### 4.4 RIGHT TO AUDIT RECORDS

- 4.4.1 The Owner shall have the right to audit the books and records of a Contractor or any Subcontractor under any Contract or Subcontract to the extent that the books and records relate to the performance of the Contract or Subcontract.
- 4.4.2 Said books and records shall be maintained by the Contractor for a period of seven (7) years from the date of final payment under the Prime Contract and by the Subcontractor for a period of seven (7) years from the date of final payment under the Subcontract.

### ARTICLE 5: SUBCONTRACTORS

#### 5.1 SUBCONTRACTING REQUIREMENTS

- 5.1.1 All contracts for the construction, reconstruction, alteration or repair of any public building (not a road, street or highway) shall be subject to the following provisions:
1. A contract shall be awarded only to a Bidder whose Bid is accompanied by a statement containing, for each Subcontractor category, the name and address (city or town and State only – street number and P.O. Box addresses not required) of the subcontractor whose services the Bidder intends to use in performing the Work and providing the material for such Subcontractor category.
  2. A Bid will not be accepted nor will an award of any Contract be made to any Bidder which, as the Prime Contractor, has listed itself as the Subcontractor for any Subcontractor unless:
    - A. It has been established to the satisfaction of the awarding Agency that the Bidder has customarily performed the specialty work of such Subcontractor category by artisans regularly employed by the Bidder's firm;
    - B. That the Bidder is duly licensed by the State to engage in such specialty work, if the State requires licenses; and
    - C. That the Bidder is recognized in the industry as a bona fide Subcontractor or Contractor in such specialty work and Subcontractor category.
- 5.1.2 The decision of the awarding Agency as to whether a Bidder who list itself as the Subcontractor for a Subcontractor category shall be final and binding upon all Bidders, and no action of any nature shall lie against any awarding agency or its employees or officers because of its decision in this regard.
- 5.1.3 After such a Contract has been awarded, the successful Bidder shall not substitute another Subcontractor for any Subcontractor whose name was set forth in the statement which accompanied the Bid without the written consent of the awarding Agency.

- 5.1.4 No Agency shall consent to any substitution of Subcontractors unless the Agency is satisfied that the Subcontractor whose name is on the Bidders accompanying statement:
- A. Is unqualified to perform the work required;
  - B. Has failed to execute a timely reasonable Subcontract;
  - C. Has defaulted in the performance on the portion of the work covered by the Subcontract; or
  - D. Is no longer engaged in such business.
- 5.1.5 Should a Bidder be awarded a contract, such successful Bidder shall provide to the agency the taxpayer identification license numbers of such subcontractors. Such numbers shall be provided on the later of the date on which such subcontractor is required to be identified or the time the contract is executed. The successful Bidder shall provide to the agency to which it is contracting, within 30 days of entering into such public works contract, copies of all Delaware Business licenses of subcontractors and/or independent contractors that will perform work for such public works contract. However, if a subcontractor or independent contractor is hired or contracted more than 20 days after the Bidder entered the public works contract the Delaware Business license of such subcontractor or independent contractor shall be provided to the agency within 10 days of being contracted or hired.
- 5.2 PENALTY FOR SUBSTITUTION OF SUBCONTRACTORS
- 5.2.1 Should the Contractor fail to utilize any or all of the Subcontractors in the Contractor's Bid statement in the performance of the Work on the public bidding, the Contractor shall be penalized in the amount of (project specific amount\*). The Agency may determine to deduct payments of the penalty from the Contractor or have the amount paid directly to the Agency. Any penalty amount assessed against the Contractor may be remitted or refunded, in whole or in part, by the Agency awarding the Contract, only if it is established to the satisfaction of the Agency that the Subcontractor in question has defaulted or is no longer engaged in such business. No claim for the remission or refund of any penalty shall be granted unless an application is filed within one year after the liability of the successful Bidder accrues. All penalty amounts assessed and not refunded or remitted to the contractor shall be reverted to the State.
- \*one (1) percent of contract amount not to exceed \$10,000
- 5.3 ASBESTOS ABATEMENT
- 5.3.1 The selection of any Contractor to perform asbestos abatement for State-funded projects shall be approved by the Office of Management and Budget, Division of Facilities Management pursuant to Chapter 78 of Title 16.
- 5.4 STANDARDS OF CONSTRUCTION FOR THE PROTECTION OF THE PHYSICALLY HANDICAPPED
- 5.4.1 All Contracts shall conform with the standard established by the Delaware Architectural Accessibility Board unless otherwise exempted by the Board.

**5.5 CONTRACT PERFORMANCE**

- 5.5.1 Any firm entering into a Public Works Contract that neglects or refuses to perform or fails to comply with its terms, the Agency may terminate the Contract and proceed to award a new Contract or may require the Surety on the Performance Bond to complete the Contract in accordance with the terms of the Performance Bond.

**ARTICLE 6: CONSTRUCTION BY OWNER OR SEPARATE CONTRACTORS**

- 6.1 The Owner reserves the right to simultaneously perform other construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other Projects at the same site.
- 6.2 The Contractor shall afford the Owner and other Contractors reasonable opportunity for access and storage of materials and equipment, and for the performance of their activities, and shall connect and coordinate their activities with other forces as required by the Contract Documents.

**ARTICLE 7: CHANGES IN THE WORK**

- 7.1 The Owner, without invalidating the Contract, may order changes in the Work consisting of Additions, Deletions, Modifications or Substitutions, with the Contract Sum and Contract completion date being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Professional, as the duly authorized agent, the Contractor and the Owner.
- 7.2 The Contract Sum and Contract Completion Date shall be adjusted only by a fully executed Change Order.
- 7.3 The additional cost, or credit to the Owner resulting from a change in the Work shall be by mutual agreement of the Owner, Contractor and the Architect. In all cases, this cost or credit shall be based on the 'DPE' wages required and the "invoice price" of the materials/equipment needed.
- 7.3.1 "DPE" shall be defined to mean "direct personnel expense". Direct payroll expense includes direct salary plus customary fringe benefits (prevailing wage rates) and documented statutory costs such as workman's compensation insurance, Social Security/Medicare, and unemployment insurance (a maximum multiplier of 1.35 times DPE).
- 7.3.2 "Invoice price" of materials/equipment shall be defined to mean the actual cost of materials and/or equipment that is paid by the Contractor, (or subcontractor), to a material distributor, direct factory vendor, store, material provider, or equipment leasing entity. Rates for equipment that is leased and/or owned by the Contractor or subcontractor(s) shall not exceed those listed in the latest version of the "Means Building Construction Cost Data" publication.

- 7.3.3 In addition to the above, the General Contractor is allowed a fifteen percent (15%) markup for overhead and profit for additional work performed by the General Contractor's own forces. For additional subcontractor work, the Subcontractor is allowed a fifteen (15) percent overhead and profit on change order work above and beyond the direct costs stated previously. To this amount, the General Contractor will be allowed a mark-up not exceeding seven and one half percent (7.5%) on the subcontractors work. These mark-ups shall include all costs including, but not limited to: overhead, profit, bonds, insurance, supervision, etc. No markup is permitted on the work of the subcontractors subcontractor. No additional costs shall be allowed for changes related to the Contractor's onsite superintendent/staff, or project manager, unless a change in the work changes the project duration and is identified by the CPM schedule. There will be no other costs associated with the change order.

#### **ARTICLE 8: TIME**

- 8.1 Time limits, if any, are as stated in the Project Manual. By executing the Agreement, the Contractor confirms that the stipulated limits are reasonable, and that the Work will be completed within the anticipated time frame.
- 8.2 If progress of the Work is delayed at any time by changes ordered by the Owner, by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions, unavoidable casualties or other causes beyond the Contractor's control, the Contract Time shall be extended for such reasonable time as the Owner may determine.
- 8.3 Any extension of time beyond the date fixed for completion of the construction and acceptance of any part of the Work called for by the Contract, or the occupancy of the building by the Owner, in whole or in part, previous to the completion shall not be deemed a waiver by the Owner of his right to annul or terminate the Contract for abandonment or delay in the matter provided for, nor relieve the Contractor of full responsibility.
- 8.4 **SUSPENSION AND DEBARMENT**
- 8.4.1 Per Section 6962(d)(14), Title 29, Delaware Code, "Any Contractor who fails to perform a public works contract or complete a public works project within the time schedule established by the Agency in the Invitation To Bid, may be subject to Suspension or Debarment for one or more of the following reasons: a) failure to supply the adequate labor supply ratio for the project; b) inadequate financial resources; or, c) poor performance on the Project."
- 8.4.2 "Upon such failure for any of the above stated reasons, the Agency that contracted for the public works project may petition the Director of the Office of Management and Budget for Suspension or Debarment of the Contractor. The Agency shall send a copy of the petition to the Contractor within three (3) working days of filing with the Director. If the Director concludes that the petition has merit, the Director shall schedule and hold a hearing to determine whether to suspend the Contractor, debar the Contractor or deny the petition. The Agency shall have the burden of proving, by a preponderance of the evidence, that the Contractor failed to perform or complete the public works project within the time schedule established by the Agency and failed to do so for one or more of the following reasons: a) failure to supply the adequate labor supply ratio for the project; b) inadequate financial resources; or, c) poor performance on the project. Upon a finding in favor of the Agency, the Director may suspend a Contractor from Bidding on any project funded, in whole or in part, with public funds for up to 1 year for a first offense, up to 3 years for a second offense and permanently debar the Contractor for a third offense. The Director shall issue a written decision and shall send a copy to the Contractor and the Agency. Such decision may be appealed to the Superior Court within thirty (30) days for a review on the record."

**8.5 RETAINAGE**

- 8.5.1 Per Section 6962(d)(5) a.3, Title 29, Delaware Code: The Agency may at the beginning of each public works project establish a time schedule for the completion of the project. If the project is delayed beyond the completion date due to the Contractor's failure to meet their responsibilities, the Agency may forfeit, at its discretion, all or part of the Contractor's retainage.
- 8.5.2 This forfeiture of retainage also applies to the timely completion of the punchlist. A punchlist will only be prepared upon the mutual agreement of the Owner, Architect and Contractor. Once the punchlist is prepared, all three parties will by mutual agreement, establish a schedule for its completion. Should completion of the punchlist be delayed beyond the established date due to the Contractor's failure to meet their responsibilities, the Agency may hold permanently, at its discretion, all or part of the Contractor's retainage.

**ARTICLE 9: PAYMENTS AND COMPLETION****9.1 APPLICATION FOR PAYMENT**

- 9.1.1 Applications for payment shall be made upon AIA Document G702. There will be a five percent (5%) retainage on all Contractor's monthly invoices until completion of the project. This retainage may become payable upon receipt of all required closeout documentation, provided all other requirements of the Contract Documents have been met.
- 9.1.2 A date will be fixed for the taking of the monthly account of work done. Upon receipt of Contractor's itemized application for payment, such application will be audited, modified, if found necessary, and approved for the amount. Statement shall be submitted to the Owner.
- 9.1.3 Section 6516, Title 29 of the Delaware Code annualized interest is not to exceed 12% per annum beginning thirty (30) days after the "presentment" (as opposed to the date) of the invoice.

**9.2 PARTIAL PAYMENTS**

- 9.2.1 Any public works Contract executed by any Agency may provide for partial payments at the option of the Owner with respect to materials placed along or upon the sites or stored at secured locations, which are suitable for use in the performance of the contract.
- 9.2.2 When approved by the agency, partial payment may include the values of tested and acceptable materials of a nonperishable or noncontaminative nature which have been produced or furnished for incorporation as a permanent part of the work yet to be completed, provided acceptable provisions have been made for storage.
- 9.2.2.1 Any allowance made for materials on hand will not exceed the delivered cost of the materials as verified by invoices furnished by the Contractor, nor will it exceed the contract bid price for the material complete in place.
- 9.2.3 If requested by the Agency, receipted bills from all Contractors, Subcontractors, and material, men, etc., for the previous payment must accompany each application for payment. Following such a request, no payment will be made until these receipted bills have been received by the Owner.



**9.3 SUBSTANTIAL COMPLETION**

- 9.3.1 When the building has been made suitable for occupancy, but still requires small items of miscellaneous work, the Owner will determine the date when the project has been substantially completed.
- 9.3.2 If, after the Work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor, and without terminating the Contract, the Owner may make payment of the balance due for the portion of the Work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment that it shall not constitute a waiver of claims.
- 9.3.3 On projects where commissioning is included, the commissioning work as defined in the specifications must be complete prior to the issuance of substantial completion.

**9.4 FINAL PAYMENT**

- 9.4.1 Final payment, including the five percent (5%) retainage if determined appropriate, shall be made within thirty (30) days after the Work is fully completed and the Contract fully performed and provided that the Contractor has submitted the following closeout documentation (in addition to any other documentation required elsewhere in the Contract Documents):
- 9.4.1.1 Evidence satisfactory to the Owner that all payrolls, material bills, and other indebtedness connected with the work have been paid,
- 9.4.1.2 An acceptable RELEASE OF LIENS,
- 9.4.1.3 Copies of all applicable warranties,
- 9.4.1.4 As-built drawings,
- 9.4.1.5 Operations and Maintenance Manuals,
- 9.4.1.6 Instruction Manuals,
- 9.4.1.7 Consent of Surety to final payment.
- 9.4.1.8 The Owner reserves the right to retain payments, or parts thereof, for its protection until the foregoing conditions have been complied with, defective work corrected and all unsatisfactory conditions remedied.

**ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY**

- 10.1 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take all reasonable precautions to prevent damage, injury or loss to: workers, persons nearby who may be affected, the Work, materials and equipment to be incorporated, and existing property at the site or adjacent thereto. The Contractor shall give notices and comply with applicable laws ordinances, rules regulations, and lawful orders of public authorities bearing on the safety of persons and property and their protection from injury, damage, or loss. The Contractor shall promptly remedy damage and loss to property at the site caused in whole or in part by the Contractor, a Subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.

- 10.2 The Contractor shall notify the Owner in the event any existing hazardous material such as lead, PCBs, asbestos, etc. is encountered on the project. The Owner will arrange with a qualified specialist for the identification, testing, removal, handling and protection against exposure or environmental pollution, to comply with applicable regulation laws and ordinances. The Contractor and Architect will not be required to participate in or to perform this operation. Upon completion of this work, the Owner will notify the Contractor and Architect in writing the area has been cleared and approved by the authorities in order for the work to proceed. The Contractor shall attach documentation from the authorities of said approval.
- 10.3 As required in the Hazardous Chemical Information Act of June 1984, all vendors supplying any materials that may be defined as hazardous, must provide Material Safety Data Sheets for those products. Any chemical product should be considered hazardous if it has a warning caution on the label relating to a potential physical or health hazard, if it is known to be present in the work place, and if employees may be exposed under normal conditions or in any foreseeable emergency situation. Material Safety Data Sheets must be provided directly to the Owner along with the shipping slips that include those products.
- 10.4 The Contractor shall certify to the Owner that materials incorporated into the Work are free of all asbestos. This certification may be in the form of Material Safety Data Sheet (MSDS) provided by the product manufacturer for the materials used in construction, as specified or as provided by the Contractor.

#### **ARTICLE 11: INSURANCE AND BONDS**

- 11.1 The Contractor shall carry all insurance required by law, such as Unemployment Insurance, etc. The Contractor shall carry such insurance coverage as they desire on their own property such as a field office, storage sheds or other structures erected upon the project site that belong to them and for their own use. The Subcontractors involved with this project shall carry whatever insurance protection they consider necessary to cover the loss of any of their personal property, etc.
- 11.2 Upon being awarded the Contract, the Contractor shall obtain a minimum of two (2) copies of all required insurance certificates called for herein, and submit one (1) copy of each certificate, to the Owner, within 20 days of contract award.
- 11.3 Bodily Injury Liability and Property Damage Liability Insurance shall, in addition to the coverage included herein, include coverage for injury to or destruction of any property arising out of the collapse of or structural injury to any building or structure due to demolition work and evidence of these coverages shall be filed with and approved by the Owner.
- 11.4 The Contractor's Property Damage Liability Insurance shall, in addition to the coverage noted herein, include coverage on all real and personal property in their care, custody and control damaged in any way by the Contractor or their Subcontractors during the entire construction period on this project.
- 11.5 Builders Risk (including Standard Extended Coverage Insurance) on the existing building during the entire construction period, shall not be provided by the Contractor under this contract. The Owner shall insure the existing building and all of its contents and all this new alteration work under this contract during entire construction period for the full insurable value of the entire work at the site. Note, however, that the Contractor and their Subcontractors shall be responsible for insuring building materials (installed and stored) and their tools and equipment whenever in use on the project, against fire damage, theft, vandalism, etc.

11.6 Certificates of the insurance company or companies stating the amount and type of coverage, terms of policies, etc., shall be furnished to the Owner, within 20 days of contract award.

11.7 The Contractor shall, at their own expense, (in addition to the above) carry the following forms of insurance:

11.7.1 Contractor's Contractual Liability Insurance

Minimum coverage to be:

Bodily Injury	\$500,000 \$1,000,000 \$1,000,000	for each person for each occurrence aggregate
Property Damage	\$500,000 \$1,000,000	for each occurrence aggregate

11.7.2 Contractor's Protective Liability Insurance

Minimum coverage to be:

Bodily Injury	\$500,000 \$1,000,000 \$1,000,000	for each person for each occurrence aggregate
Property Damage	\$500,000 \$500,000	for each occurrence aggregate

11.7.3 Automobile Liability Insurance

Minimum coverage to be:

Bodily Injury	\$1,000,000 \$1,000,000	for each person for each occurrence
Property Damage	\$500,000	per accident

11.7.4 Prime Contractor's and Subcontractors' policies shall include contingent and contractual liability coverage in the same minimum amounts as 11.7.1 above.

11.7.5 Workmen's Compensation (including Employer's Liability):

11.7.5.1 Minimum Limit on employer's liability to be as required by law.

11.7.5.2 Minimum Limit for all employees working at one site.

11.7.6 Certificates of Insurance must be filed with the Owner guaranteeing fifteen (15) days prior notice of cancellation, non-renewal, or any change in coverages and limits of liability shown as included on certificates.

**11.7.7            Social Security Liability**

- 11.7.7.1            With respect to all persons at any time employed by or on the payroll of the Contractor or performing any work for or on their behalf, or in connection with or arising out of the Contractor's business, the Contractor shall accept full and exclusive liability for the payment of any and all contributions or taxes or unemployment insurance, or old age retirement benefits, pensions or annuities now or hereafter imposed by the Government of the United States and the State or political subdivision thereof, whether the same be measured by wages, salaries or other remuneration paid to such persons or otherwise.
- 11.7.7.2            Upon request, the Contractor shall furnish Owner such information on payrolls or employment records as may be necessary to enable it to fully comply with the law imposing the aforesaid contributions or taxes.
- 11.7.7.3            If the Owner is required by law to and does pay any and/or all of the aforesaid contributions or taxes, the Contractor shall forthwith reimburse the Owner for the entire amount so paid by the Owner.

**ARTICLE 12: UNCOVERING AND CORRECTION OF WORK**

- 12.1                The Contractor shall promptly correct Work rejected by the Owner or failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed, and shall correct any Work found to be not in accordance with the requirements of the Contract Documents within a period of two years from the date of Substantial Completion, or by terms of an applicable special warranty required by the Contract Documents. The provisions of this Article apply to work done by Subcontractors as well as to Work done by direct employees of the Contractor.
- 12.2                At any time during the progress of the work, or in any case where the nature of the defects shall be such that it is not expedient to have them corrected, the Owner, at their option, shall have the right to deduct such sum, or sums, of money from the amount of the contract as they consider justified to adjust the difference in value between the defective work and that required under contract including any damage to the structure.

**ARTICLE 13: MISCELLANEOUS PROVISIONS****13.1                CUTTING AND PATCHING**

- 13.1.1              The Contractor shall be responsible for all cutting and patching. The Contractor shall coordinate the work of the various trades involved.

**13.2                DIMENSIONS**

- 13.2.1              All dimensions shown shall be verified by the Contractor by actual measurements at the project site. Any discrepancies between the drawings and specifications and the existing conditions shall be referred to the Owner for adjustment before any work affected thereby has been performed.

**13.3                LABORATORY TESTS**

- 13.3.1              Any specified laboratory tests of material and finished articles to be incorporated in the work shall be made by bureaus, laboratories or agencies approved by the Owner and reports of such tests shall be submitted to the Owner. The cost of the testing shall be paid for by the Contractor.

13.3.2 The Contractor shall furnish all sample materials required for these tests and shall deliver same without charge to the testing laboratory or other designated agency when and where directed by the Owner.

13.4 ARCHAEOLOGICAL EVIDENCE

13.4.1 Whenever, in the course of construction, any archaeological evidence is encountered on the surface or below the surface of the ground, the Contractor shall notify the authorities of the Delaware Archaeological Board and suspend work in the immediate area for a reasonable time to permit those authorities, or persons designated by them, to examine the area and ensure the proper removal of the archaeological evidence for suitable preservation in the State Museum.

13.5 GLASS REPLACEMENT AND CLEANING

13.5.1 The General Contractor shall replace without expense to the Owner all glass broken during the construction of the project. If job conditions warrant, at completion of the job the General Contractor shall have all glass cleaned and polished.

13.6 WARRANTY

13.6.1 For a period of two (2) years from the date of substantial completion, as evidenced by the date of final acceptance of the work, the contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect of equipment, material or workmanship performed by the contractor or any of his subcontractors or suppliers. However, manufacturer's warranties and guarantees, if for a period longer than two (2) years, shall take precedence over the above warranties. The contractor shall remedy, at his own expense, any such failure to conform or any such defect. The protection of this warranty shall be included in the Contractor's Performance Bond.

**ARTICLE 14: TERMINATION OF CONTRACT**

14.1 If the Contractor defaults or persistently fails or neglects to carry out the Work in accordance with the Contract Documents or fails to perform a provision of the Contract, the Owner, after seven days written notice to the Contractor, may make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor. Alternatively, at the Owner's option, and the Owner may terminate the Contract and take possession of the site and of all materials, equipment, tools, and machinery thereon owned by the Contractor and may finish the Work by whatever method the Owner may deem expedient. If the costs of finishing the Work exceed any unpaid compensation due the Contractor, the Contractor shall pay the difference to the Owner.

14.2 "If the continuation of this Agreement is contingent upon the appropriation of adequate state, or federal funds, this Agreement may be terminated on the date beginning on the first fiscal year for which funds are not appropriated or at the exhaustion of the appropriation. The Owner may terminate this Agreement by providing written notice to the parties of such non-appropriation. All payment obligations of the Owner will cease upon the date of termination. Notwithstanding the foregoing, the Owner agrees that it will use its best efforts to obtain approval of necessary funds to continue the Agreement by taking appropriate action to request adequate funds to continue the Agreement."

**END OF GENERAL REQUIREMENTS**



STATE OF DELAWARE  
DEPARTMENT OF LABOR  
DIVISION OF INDUSTRIAL AFFAIRS

225 Corporate Boulevard, Suite 104  
Newark, Delaware 19702

TELEPHONE (302) 761-8200  
(302) 451-3423  
Fax (302) 368-6604

**Via Facsimile and Regular Mail**

October 23, 2015

Mr. Christian McCone  
Senior Project Manager  
EDiS Company  
110 S. Poplar Street  
Suite 400  
Wilmington, DE 19801

Re: Polytech High School-Bid pack B-Building Renovations, Kent County, DE

Dear Mr. McCone:

I am responding to your request for a category determination for the Polytech High School-Bid pack A-Water Main Extension, which is a state funded construction project located in Kent County, DE. The work consists of the renovations of the existing building. You estimate the total cost of construction for this project to be approximately \$10,510,479.00.

Based upon the information you provided the Department of Labor has determined that this project is a Building Construction project.

Delaware's Prevailing Wage Regulations provide that the rates applicable to a project are the rates in effect on the date of publication of the specifications for that project. I have enclosed a certified copy of the March 13, 2015, amended July 15, 2015, prevailing wage rates for Building Construction to be included in your bid specification. However, please be advised that, in the event that a contract for a project is not executed within one hundred and twenty (120) days from the earliest date the specifications were published, the rates in effect at the time of the execution of the contract shall be the applicable rates for the project.

If you have any questions or I can provide any additional assistance, please do not hesitate to contact me at (302) 451-3409.

Sincerely,

Kyle Maguire  
Labor Law Enforcement Officer II  
Kyle.Maguire@state.de.us

Enclosure

STATE OF DELAWARE  
DEPARTMENT OF LABOR  
DIVISION OF INDUSTRIAL AFFAIRS  
OFFICE OF LABOR LAW ENFORCEMENT  
PHONE: (302) 451-3423

Mailing Address:  
225 CORPORATE BOULEVARD  
SUITE 104  
NEWARK, DE 19702

Located at:  
225 CORPORATE BOULEVARD  
SUITE 104  
NEWARK, DE 19702

PREVAILING WAGES FOR **BUILDING CONSTRUCTION**  
EFFECTIVE MARCH 13, 2015 - AMENDED JULY 15, 2015

CLASSIFICATION	NEW CASTLE	KENT	SUSSEX
ASBESTOS WORKERS	21.87	26.94	39.20
BOILERMAKERS	39.67	33.22	48.83
BRICKLAYERS	49.39	49.39	49.39
CARPENTERS	51.86	51.86	41.22
CEMENT FINISHERS	69.27	29.11	21.20
ELECTRICAL LINE WORKERS	43.49	37.29	28.44
ELECTRICIANS	63.60	63.60	63.60
ELEVATOR CONSTRUCTORS	80.31	40.93	30.55
GLAZIERS	67.35	67.35	20.15
INSULATORS	53.38	53.38	53.38
IRON WORKERS	60.12	60.12	60.12
LABORERS	40.95	40.95	40.95
MILLWRIGHTS	65.23	65.23	51.80
PAINTERS	44.97	44.97	44.97
PILEDRIVERS	71.17	37.64	30.45
PLASTERERS	21.60	28.55	17.50
PLUMBERS/PIPEFITTERS/STEAMFITTERS	62.20	36.66	54.49
POWER EQUIPMENT OPERATORS	59.81	59.81	24.13
ROOFERS – COMPOSITION	21.82	20.45	17.63
ROOFERS – SHINGLE/ <sup>SWR-2</sup> TILE	17.59	13.72	14.10
SHEET METAL WORKERS	64.16	64.16	64.16
SOFT FLOOR LAYERS	48.57	48.57	48.57
SPRINKLER FITTERS	53.52	53.52	53.52
TERRAZZO/MARBLE/TILE FINISHERS	54.11	54.11	45.45
TERRAZZO /MARBLE/TILE SETTERS	62.13	62.13	52.63
TRUCK DRIVERS	24.43	26.64	20.03

CERTIFIED: 10/23/15

BY: [Signature]  
ADMINISTRATOR, OFFICE OF LABOR LAW ENFORCEMENT

**NOTE:** THESE RATES ARE PROMULGATED AND ENFORCED PURSUANT TO THE PREVAILING WAGE REGULATIONS ADOPTED BY THE DEPARTMENT OF LABOR ON APRIL 3, 1992.

CLASSIFICATIONS OF WORKERS ARE DETERMINED BY THE DEPARTMENT OF LABOR. FOR ASSISTANCE IN CLASSIFYING WORKERS, OR FOR A COPY OF THE REGULATIONS OR CLASSIFICATIONS, PHONE (302) 451-3423.

NON- REGISTERED APPRENTICES MUST BE PAID THE MECHANICS RATE.

**Project: Polytech High School-Bid pack B-Building Renovations, Kent County**

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## BIDDING AND CONTRACT REQUIREMENTS

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End of TOC



## APPENDIX A-1

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APPENDIX A-4

## SECTION 01013 - SUMMARY OF THE WORK - ASBESTOS ABATEMENT

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

#### 1.2 WORK COVERED BY CONTRACT DOCUMENTS

- A. **The Project** consists of the removal and disposal of designated asbestos-containing and lead containing materials from Polytech High School renovation areas (Phases 3&4) as indicated below and in the Project Drawings.
1. **Project Location:** 823 Walnut Shade Road, Woodside, Delaware.
  2. **Owner:** Polytech School District
- B. **Contract Documents**, dated November 9, 2015 were prepared for the Project by Environmental Testing, Inc., 100 South Cass Street, Middletown, Delaware.
- C. **The Work** consists of the removal and disposal of asbestos materials at Polytech High School as indicated below: (see attached drawings and photographs for location of work).

Table 1  
Asbestos-containing Building Materials (ACBM)

Asbestos-Containing Building Materials	Location	Approximate Quantity
Pipe fitting insulation	2016 Cafeteria/Kitchen Area: 3000, Cafeteria Mezzanine, 2970, 3005, 3010  2016 East Wing: 1151, 1153, 1150, 1160, 1180, 1170, 1610  2017 West Wing: NONE	325 Fittings* 3 Glove-bag/sensor Locations  170 Fittings* 10 Glove-bag/Sensor Locations NONE
9" White Floor tile/mastic	2016 Cafeteria/Kitchen Area: NONE  2016 East Wing: 1153, 1152, 1151, 1150 (400 SF under carpet), 1160, 1161, 1170, 1180, 1181, 1184)  2017 West Wing: NONE	NONE  3,350 SF  NONE

Table 1  
Asbestos-containing Building Materials (ACBM)

Asbestos-Containing Building Materials	Location	Approximate Quantity
9" White Floor Tile**	2016 Cafeteria/Kitchen Area: 2970 (Partial hallway), 3021 3014, 3006, 3013, 3007, 3540 (old office hallway)	180 SF
	2016 East Wing: 1610, 1615, 1617, 1614, 1613	850 SF
	2017 West Wing: NONE	NONE
12" Grey & Tan Floor Tile/mastic	2016 Cafeteria/Kitchen Area: 3000 (Back of cafeteria)	1,600 SF
	2016 East Wing: NONE	NONE
	2017 West Wing: NONE	NONE
Floor Tile mastic	2016 Cafeteria/Kitchen Area: 3005, 3000	1,830 SF
	2016 East Wing: NONE	NONE
	2017 West Wing: 2685, 2686, 2687, 2690, 2695, 2730, 2733, 2732, 2734	1,100 SF
	2017 West Wing: 2720 (Under 2 layers of 12" Floor tile)	1,430 SF
Exterior Window Caulk	1963 Area, Auto Tech, boiler room, Dental Assisting, masonry, Aux Gym, Cosmetology, & Criminal Justice 1970 Area, Nurse's Office including Room 2370 & Early Childhood Dev Offices/Hall	70 Windows
Interior Window Caulk	1970 Area, Business, Early Dev. Childhood Dev, Nurse's Office, & West Office	27 Windows
12" Green Floor Tile/Mastic	1970 Area, Early Childhood Dev, including Rooms 2680, 2681, 2682, 2685, 2177, 2723, 2700, 2705	4,100 SF
Transite Lab Hood	Room 2732	30 SF
Blackboard Mastic	Throughout 1963 & 1970 Era Construction	75 Blackboards

Notes: See attached field drawing for sample locations.\*Sample results indicate that some pipe fitting insulation contains intermittent low percentage Chrysotile asbestos with no discernible pattern based on location/age of construction; therefore all hard pipe fitting insulation considered to contain asbestos. \*\*White Floor tile only; mastic tested negative in these areas. \*\*\*The Floor Tile/Mastic in Room 1151-1154 is covered with carpet.

Table 2  
Lead-containing Building Materials

Lead-Containing Building Materials	Location	Approximate Quantity
Lead-glazed block		
Green	Kitchen	1600 SF
Turquoise	Kitchen	650 SF

#### WORK AREA PREPARATION:

**Note: No work can be started by the contractor until the Delaware Project Monitor is on site.**

**Pipe Fitting Insulation:** Note: For pipe fittings located inside a floor tile containment area remove all pipe fittings by glove bag technique inside that containment area. For all other areas, remove pipe fitting insulation by glove bag technique in designated area of pneumatic valve replacements inside tent containment with air filtration and attached two-stage decontamination unit.

Post warning signs at all entrances to the work area. Provide a three-stage decontamination chamber with hot and cold shower for workers and others use at the job site as per Section 01563. Provide critical barriers over all openings to the regulated area as per Section 01526. Provide full containment enclosure of the abatement area consisting of one layer of 6-mil polyethylene on all non drywall surfaces as per Section 01526. Provide air filtration units with HEPA filters as per Section 01513 in sufficient number to achieve four air changes per hour. Pressure differential units shall be installed, with one backup unit, sufficient to achieve -0.02" H<sub>2</sub>O pressure differential as indicated by strip chart manometer. Prior to abatement, a pre-abatement inspection will be performed by the Owner's Representative to ensure compliance with specifications and State and Federal laws and regulations. Using wet methods, remove all pipe fitting insulation by glove bag technique as per Section 02081 Removal of Asbestos.

A final visual inspection and aggressive air testing according to AHERA shall be conducted by the Owner's Representative during work area clearance.

**Floor Tile/Mastic:** Note: Areas having multiple layers of floor tile are indicated on the project drawing. Unless carpet is not glued to underlying floor tile and can therefore be removed as construction debris, remove all carpet inside containment and dispose of as ACM waste.

Work Area Preparation: Post warning signs at all entrances to the work area. Provide a three-stage decontamination chamber with hot and cold shower for workers and others use at the job site as per Section 01563. Provide critical barriers over all openings to the regulated area as per Section 01526. Provide full containment enclosure of the abatement area consisting of one layer of 6-mil polyethylene on all non drywall surfaces as per Section 01526. Provide air filtration units with HEPA filters as per Section 01513 in sufficient number to

achieve four air changes per hour. Pressure differential units shall be installed, with one backup unit, sufficient to achieve -0.02" H<sub>2</sub>O pressure differential as indicated by strip chart manometer. Prior to abatement, a pre-abatement inspection will be performed by the Owner's Representative to ensure compliance with specifications and State and Federal laws and regulations. Using wet methods, remove all floor tile as per Section 02087 Resilient Floor Removal.

**Blackboard Mastic:** Following testing of designated blackboards in each age of construction and confirmation that blackboard mastic is positive, remove blackboard inside floor tile abatement area or remove blackboard inside tent enclosure with HEPA air filtration and attached 2-stage decontamination unit. **Note: Remove mastic flush with wall surface and do not damage walls.**

**Exterior and Interior Window Caulk:** Note: For interior caulk, remove caulk inside abatement area with HEPA air filtration unit and attached decontamination unit. Following abatement inside the designated abatement areas, the abatement contractor shall remove all designated windows & adjoining caulk. For exterior window caulk establish regulated area around the perimeter of the window abatement area. Post warning signs at the perimeter of the regulated area. Place ground cloth along wall beneath window to be abated. Scrape caulk from building surface leaving no visible residue. Remove all designated window units intact and insert/fasten 3/4 inch plywood panel in the window opening.

Provide a three-stage decontamination chamber with hot and cold shower for workers and others use at the job site as OSHA as per the asbestos Standard (29 CFR 1926.1101) and Section 01563.

**Transite Lab Hood:** Remove and dispose of transite lab hood intact or remove transite panels intact inside already established floor tile containment enclosure. Dispose of entire unit or panels as asbestos waste.

**Lead-glazed Block:** Remove lead-glazed block wall inside containment area. This work should be isolated and separately contained within the asbestos work area and cleaning and wipe testing of lead levels shall be conducted prior to initiation of asbestos work. The ceramic tile and lead debris will be recovered and properly disposed. Prior to clearance testing, a visual inspection will be conducted by ETI to ensure that surface dust has been properly removed. Clearance wipe testing will then be conducted to ensure that the areas have been properly decontaminated. Following EPA criteria, work area surfaces



will be decontaminated to a clearance level of 40 micrograms per square foot. Prior to disposal, the ceramic tile debris will be tested by TCLP for determination as Hazardous Waste.

The contractor shall assume full responsibility and liability for compliance with all applicable Federal, State, and local regulations pertaining to work practices, hauling, disposal, and protection of

workers, visitors to the site, and persons occupying areas adjacent to the site.

The contractor is responsible for providing medical examinations and maintaining medical records of personnel (see Section 01555) as required by the applicable Federal, State and local regulations (see Sections 01093 and 01094). The contractor shall hold the Owner, construction manager, general contractor, and Environmental Testing, Inc. harmless for failure to comply with any applicable work, hauling, disposal, safety, health, or other regulation on the part of himself, his employees or his subcontractors.

The contractor shall comply with all aspects of the construction industry lead standard (29 CFR 1926.62) including the following:

- 1) exposure assessment;
- 2) protection of employees during assessment of exposure.

The employer shall implement engineering and work practice controls, to reduce and maintain employee exposure to lead to or below the permissible exposure limit inside the work area and to prevent contamination of clean areas outside the work area. These methods shall include use of wet methods and proper work practices, work area containment, HEPA vacuuming, and proper decontamination of workers and work sites.

If methods differ from the described methods or if more detail is required to comply with the requirement of the OSHA Lead Standard (29 CFR 1926.62) submit a detailed job-specific plan of the procedures proposed for use in complying with the requirements of this specification as per the construction industry lead standard (29 CFR 1926.62; see Section 01555 1.9). Include in the plan the location, size, layout and details of the work areas. Include the sequencing of work, the interface of trades involved in the performance of work methods to be used to assure the safety of building occupants and visitors to the site, disposal plan including location of approved disposal site (if waste is characterized as Hazardous Waste based on testing by the Toxicity Characteristic Leachate Procedure-TCLP), and a detailed description of the methods to be employed to control

pollution. Method of removal to reduce lead dust generation in the work area, and packaging of removed lead paint, dust and debris. Describe the methods that will be used to comply with OSHA

requirements including submission of exposure monitoring to demonstrate adequacy of respiratory and worker protection equipment selected. The plan must be approved prior to commencement of work.

Waste Disposal: All asbestos waste (unless otherwise stated) will be double bagged and placed in fiberboard drums for disposal. Waste will be disposed of according to NESHAP and State of Delaware regulations as per Section 02084. The abatement contractor shall package material for disposal in drums in such a manner that the material is not exposed by punctures, rips, tears, etc. through the disposal bags.

Emergency Criteria: The Contractor must inform all pertinent authorities such as police, ambulance and fire department of the scheduled work. A list of authorized personnel and telephone numbers shall be kept in the log book and also be posted if possible. This includes local police, ambulance and fire department addresses and telephone numbers.

Other Criteria: The Contractor is responsible for the integrity and security of the contained area and shall make arrangements with the Owner's Representative to maintain the security. In addition he must exchange emergency telephone numbers in case of a problem.

Notifications: Ten work day notifications are required to EPA Region III as well as to the State of Delaware Department of Natural Resources and Environmental Control (DNREC).

Certifications: All Contractors, workers and supervisors must be State of Delaware Certified.

### **1.3 WORK UNDER OTHER CONTRACTS**

- A. Cooperate** fully with separate contractors so that work under those contracts may be carried out smoothly, without interfering with or delaying work under this Contract.

### **1.4 WORK SEQUENCE**

- A. The Work** will be phased according to the phasing schedule as directed by the School District and construction management company. Phase 3 abatement work will be conducted in 2016 beginning in the kitchen area and progressing to the east

wing. Phase 4 will be conducted during 2017 in the designated west wing area.

#### **1.5 ASBESTOS-CONTAINING MATERIALS:**

- A. The Work** of this contract involves activities that will disturb asbestos-containing materials (ACM) or presumed asbestos-containing materials (PACM). The location and type of ACM known to be present at the worksite is set forth in the drawings. If any other ACM or PACM is found, notify the owner, other employers and employees about the location and quantity of the ACM or PACM within 24 hours of the discovery.

#### **1.6 ASBESTOS HEALTH RISK:**

- A.** The disturbance or dislocation of ACM may cause asbestos fibers to be released into the building's atmosphere, thereby creating a potential health risk to workers and building occupants. Apprise all workers, supervisory personnel, subcontractors and consultants who will be at the job site of the seriousness of the risk and of proper work procedures which must be followed.
- B.** Where in the performance of the work, workers, supervisory personnel, subcontractors, or consultants may encounter, disturb, or otherwise function in the immediate vicinity of any identified ACM, take appropriate continuous measures as necessary to protect all building occupants from the risk of exposure to airborne asbestos. Such measures shall include the procedures and methods described herein, and compliance with regulations of applicable federal, state and local agencies.

#### **1.7 CONTRACTOR USE OF PREMISES**

- A. Use of the Site:** Limit use of the premises to work in areas indicated. Confine operations to areas within contract limits indicated. Do not disturb portions of the site beyond the areas in which the Work is indicated.
  - 1. Owner Occupancy:** Allow for Owner occupancy and use by the public.
  - 2. Driveways and Entrances:** Keep driveways and entrances serving the premises clear and available to the Owner, the

Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

**B. Use of the Existing Building:** Maintain the existing building in a weather tight condition throughout the construction period. Repair damage caused by construction operations. Take all precautions necessary to protect the building and its occupants during the construction period.

1. **Smoking:** Smoking or open fires will not be permitted within the building enclosure or on the premises.
2. **Toilet Rooms:** Except for toilet rooms designated for use by the Contractor's personnel, use of existing toilets within the building, by the Contractor's personnel, will not be permitted.

## 1.8 OCCUPANCY REQUIREMENTS

**A. Partial Owner Occupancy:** The Owner reserves the right to occupy and to place and install equipment in completed areas of the building prior to Substantial Completion, provided such occupancy does not interfere with completion of the Work. Such placing of equipment and partial occupancy shall not constitute acceptance of the total Work.

## 1.9 AIR MONITORING BY THE OWNER:

**A. The Owner has contracted for air monitoring.** Air monitoring may be conducted both outside and inside of the work area during the work, and for clearance sampling at the end of the project

1. **Outside of the Work Area:** The Owner's air monitoring firm may sample air outside of the work area to detect faults in the work area isolation such as:
  - a. Contamination of the building outside of the work area with airborne asbestos fibers,
  - b. Failure of filtration or rupture in the differential pressure system,
  - c. Contamination of air outside the building envelop with airborne asbestos fibers.

2. **Inside the Work Area:** The Owner's air monitoring firm may monitor airborne fiber counts in the Work Area. The purpose of this air monitoring is to detect airborne asbestos concentrations which may challenge the ability of the Work Area isolation procedures to protect the balance of the building or outside of the building from contamination by airborne fibers.

B. **Work area clearance:** Clearance air sampling by the Owner's air monitor at the completion of asbestos abatement work is described in Section 01711 Project Decontamination.

C. **Air monitoring** required by OSHA is work of the Contractor and is not covered in this section

#### 1.10 SCHEDULE OF AIR SAMPLES BY OWNER:

A. **Sample cassettes:** Samples will be collected on 25 mm. cassettes as follows:

1. **PCM:** 0.8 micrometer mixed cellulose ester.

2. **TEM:** 0.45 micrometer mixed cellulose ester or 0.40 micrometer polycarbonate, with 5.0 micron mixed cellulose ester backing filter.

B. **Number and Volume of Samples:** The number and volume of air samples given in the schedules is approximate. The exact number and volume of samples collected by the Owner may vary depending upon job conditions and the analytical method used.

C. **Sample Volume and Sensitivity:**

1. **PCM:** The sample volumes collected by the Owner's air monitor will be determined by the following formula:

$$\text{Volume} = \frac{(\text{Number of fibers}) \times \text{Total Filter Area}}{(\text{Area of 100 fields}) \times (\text{Limit Value})}$$

4

Where:

Number of fibers = 5 fibers/100 fields, based on a limit of detection (LOD) of 7 fibers/mm<sup>2</sup> on the filter  
Area of 100 fields = 0.785mm<sup>2</sup>

Total Filter Area = 385mm<sup>2</sup>

Limit Value = as specified in the schedules of samples below

- a. For purposes of this specification, the sample volume calculated above will be considered to be of sufficient size so that there is a 95% level of confidence that the value measured by each individual sample at the limit of detection (LOD) is less than or equal to the limit values specified below.
  - b. For purposes of this specification, the Limit of Detection (LOD) is defined as 7 fibers/mm<sup>2</sup> on the filter or 5 fibers/100 fields.
  - c. For purposes of this specification overloaded samples will be considered as exceeding the applicable limit value.
2. **TEM:** Analytical Sensitivity of 0.05 structures/cc as set forth in the AHERA regulation.

**D. Base Line:**

1. **Before Start of Work:** The Owner will secure air samples to establish a base line.
2. **PCM Samples**

Location Sampled	Number of Samples	Limit of Detection (Fibers/cc)	Volume (Liters)	Flow Rate (Liters/Minute)
Each Work Area	5	0.01	<1,000>	1-10
Outside Each Work Area	5	0.01	<1,000>	1-10
Outside Building	5	0.01	<1,000>	1-10

3. **TEM Samples:**

Location Sampled	Number of Samples	Analytical Sensitivity (Struct./cc.)	Volume (Liters)	Rate (Liters/Minute)
Each Work Area	1	0.005	1,300	1-10
Outside Each Work Area	1	0.005	1,300	1-10
Outside Building	1	0.005	1,300	1-10

4. **Base Line:** a level expressed in fibers per cubic centimeter which is twenty-five percent greater than the largest of the following:
  - a. Average of the PCM samples collected outside each Work Area
  - b. Average of the PCM samples collected outside the building
  - c. 0.01 fibers per cubic centimeter
5. **Samples collected for TEM analysis** will be held without analysis. These samples will be analyzed under the conditions and terms set forth in "Fibers Counted" and "Affect On Contract Sum".

**E. Daily:**

1. **From start of work** of Section 01526 Temporary Enclosures through the work of Section 01711 Project Decontamination, the Owner may take samples.
2. **Sample volume and sensitivity:** inside the work area may vary depending upon conditions in the work area. If samples are overloaded at the sample volume required for a limit value equal to the "Stop Action Levels" or "Immediate Stop Action Levels" given later in this section, the level is considered to have been exceeded.

**3. PCM Samples:**

Location Approx.	Number of Samples	Detection Limit (Fibers/cc)	Volume (Liters)	Flow Rate (Liters/min)
Each Work Area	2	<0.1>	<100>	1-10
Outside Each Work Area at Critical Barrier	1	0.01	<1,000>	1-10
Clean Room	1	0.01	<1,000>	1-10
Equipment Decon	1	0.01	<1,000>	1-10
Outside Building	1	0.01	<1,000>	1-10
Output of Pressure Differential System	1	0.01	<1,000>	1-10

- F. Additional samples** may be taken at Owner's or Designer's discretion. If airborne fiber counts exceed allowed limits

additional samples may be taken as necessary to monitor fiber levels.

#### **1.11 ANALYTICAL METHODS USED BY THE OWNER:**

A. The following methods will be used by The Owner in analyzing filters used to collect air samples. Sampling rates may be varied from printed standards to allow for high volume sampling.

1. Phase Contrast Microscopy (PCM) will be performed using the NIOSH 7400 method.
2. Transmission Electron Microscopy (TEM) will be performed using the analysis method set forth in the AHERA regulation 40 CFR Part 763 Appendix A.

#### **1.12 LABORATORY TESTING BY OWNER:**

- A. **The services of a testing laboratory** may be employed by the Owner to perform laboratory analyses of the air samples. A microscope and technician will be set up at the job site, or samples will be sent overnight on a daily basis, so that verbal reports on air samples can be obtained within 24 hours. The Contractor will have access to all air monitoring tests and results.
- B. **The Contractor will have access** to all air monitoring tests and results upon request.
- C. **Written Reports:** of all air monitoring tests will be posted at the job site on a daily basis.

#### **1.13 FIBERS AND STRUCTURES**

- A. **Fibers Counted:** The following procedure will be used to resolve any disputes regarding fiber types when a project has been stopped due to excessive airborne fiber counts.
1. **Large Fibers:** "Airborne Fibers" referred to above include all fibers regardless of composition as counted by phase contrast microscopy (PCM), unless additional analysis by transmission or scanning electron microscopy demonstrates



to the satisfaction of the Designer that non-asbestos fibers are being counted. "Airborne Fibers" counted in samples analyzed by transmission electron microscopy shall be asbestos fibers, greater than 5 microns in length. For purposes of stop action levels, subsequent to analysis by electron microscopy, the number of "Airborne Fibers" shall be determined by multiplying the number of fibers, regardless of composition, counted by PCM by the proportion of fibers that are asbestos as determined by TEM (a number equal to, asbestos fibers counted, divided by all fibers counted in the electron microscopy analysis).

#### **1.14 ADDITIONAL TESTING:**

- A. The Contractor may conduct** air monitoring and laboratory testing. If he elects to do this the cost of such air monitoring and laboratory testing shall be at no additional cost to the Owner.

#### **1.15 PERSONAL MONITORING:**

- A. Owner will not perform** air monitoring for the Contractor to meet Contractor's OSHA requirements for personal sampling or any other purpose.

### **PART 2 - PRODUCTS (Not Applicable)**

### **PART 3 - EXECUTION**

#### **3.1 STOP ACTION LEVELS:**

- A. Inside Work Area:** Maintain an average airborne count in the work area of less than the Stop Action Level given below for the type of respiratory protection in use. If the fiber counts rise above this figure for any sample taken, revise work procedures to lower fiber counts. If the Time Weighted Average (TWA) fiber count for any work shift or 8 hour period exceeds the Stop Action Level, stop all work except corrective action, leave pressure differential and air circulation system in operation and notify Designer. After correcting cause of high fiber levels, do not recommence work for 24 hours unless

otherwise authorized, in writing, by Designer.

STOP ACTION LEVEL (f/cc)	IMMEDIATELY STOP LEVEL (f/cc)	MINIMUM RESPIRATOR REQUIRED	PROTECTION FACTOR
0.5	2.5	PAPR	1000
1.0	5.0	Supplied Air Pressure Demand	1000

1. If airborne fiber counts exceed Immediate Stop Level given above for type of respiratory protection in use for any period of time cease all work except corrective action. Notify Designer. Do not recommence work until fiber counts fall below Stop Action Level given above for the type of respiratory protection in use. After correcting cause of high fiber levels, do not recommence work for 24 hours unless otherwise authorized, in writing, by Designer.

**B. Outside Work Area:** If any air sample taken outside of the Work Area exceeds the base line established in Part 1 of this section, immediately and automatically stop all work except corrective action. The Designer will determine the source of the high reading and so notify the Contractor in writing.

1. If the high reading was the result of a failure of Work Area isolation measures initiate the following actions:
  - a. Immediately erect new critical barriers as set forth in Section 01526 Temporary Enclosures to isolate the affected area from the balance of the building. Erect Critical Barriers at the next existing structural isolation of the involved space (e.g. wall, ceiling, floor).
  - b. Decontaminate the affected area in accordance with Section 01712 Cleaning & Decontamination Procedures.
  - c. Require that respiratory protection as set forth in Section 01562 Respiratory Protection be worn in affected area until area is cleared for re-occupancy in accordance with Section 01711 Project Decontamination.
  - d. Leave Critical Barriers in place until completion of work and insure that the operation of the pressure differential system in the Work Area results in a flow of air from the balance of the building into the affected area.

- e. If the exit from the clean room of the personnel decontamination unit enters the affected area, establish a decontamination facility consisting of a Shower Room and Changing Room as set forth in Section 01563 Decontamination Units at entry point to affected area.
  - f. After Certification of Visual Inspection in the Work Area remove critical barriers separating the work area from the affected area. Final air samples will be taken within the entire area as set forth in Section 01711 Project Decontamination.
2. If the high reading was the result of other causes initiate corrective action as determined by the Designer.
- C. Effect on Contract Sum:** Complete corrective work with no change in the Contract Sum if high airborne fiber counts were caused by Contractor's activities. The Contract Sum and schedule will be adjusted for additional work caused by high airborne fiber counts beyond the Contractor's control.

### 3.2 STOP WORK:

- A. If the Owner or the Project Administrator** presents a written stop work order, immediately and automatically conform to that stop work order, while maintaining temporary enclosures and pressure differential.
- B. Immediately initiate the following actions:** After being presented with a stop work order immediately:
- 1. Cease all asbestos removal activities, or any other activities that disturbs ACM.
  - 2. Repair any fallen, ripped or otherwise failed work area isolation measures.
  - 3. Maintain in operation all work area isolation measures including those required by Sections 01526 "Temporary Enclosures," 01513 "Temporary Pressure Differential & Air Circulation System," 01563 "Decontamination Units."
  - 4. Maintain all worker protections including those required by Sections 01560 "Worker Protection - Asbestos Abatement," and 01562 "Respiratory Protection."
  - 5. Fog the air in the work area with a mist of amended water to reduce airborne fiber levels.
- C. Do not recommence work** until authorized in writing by the Owner or Designer.

**ASBESTOS-CONTAINING BUILDING MATERIALS:**

<u>Item/Location</u>	<u>Estimated Quantity</u>	<u>Asbestos Content</u>	<u>Other Components</u>
<i>Interior Window Caulk</i>	<i>27 windows</i>	<i>10% Chrysotile</i>	<i>Binder</i>
<i>9" Floor Tile/mastic</i>	<i>3350 SF</i>	<i>3%/6% Chrysotile</i>	<i>Binder</i>
<i>9" Floor Tile</i>	<i>1320 SF</i>	<i>2% Chrysotile</i>	<i>Binder</i>
<i>12" Floor tile/mastic</i>	<i>1600 SF</i>	<i>2%/5% Chrysotile</i>	<i>Binder</i>
<i>12" Green Floor Tile/mastic</i>	<i>4100 SF</i>	<i>2%/5% Chrysotile</i>	<i>Binder</i>
<i>Floor Tile Mastic</i>	<i>4360 SF</i>	<i>2-3% Chrysotile</i>	<i>Binder</i>
<i>Interior Window Caulk</i>	<i>27 windows</i>	<i>10% Chrysotile</i>	<i>Binder</i>
<i>Pipe Fitting Insulation</i>	<i>550 fittings</i>	<i>2-3% Chrysotile</i>	<i>Binder</i>
<i>Exterior Window Caulk</i>	<i>70 windows</i>	<i>3% Chrysotile</i>	<i>Binder</i>
<i>Transite Lab Hood</i>	<i>30 SF</i>	<i>Assumed</i>	<i>-</i>
<i>Blackboard Mastic</i>	<i>75 Blackboards</i>	<i>Assumed</i>	<i>-</i>

**END OF SECTION - 01013**

## SECTION 01028 - APPLICATIONS FOR PAYMENT - ASBESTOS ABATEMENT

### PART

#### 1 - GENERAL

##### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

##### 1.2 SUMMARY

- A. **This Section specifies** administrative and procedural requirements governing the Contractor's Applications for Payment.
  - 1. Coordinate the Schedule of Values and Application for Payment with the Contractor's Construction Schedule, Submittal Schedule, and List of Subcontracts.
- B. **Related Sections** - The following Sections contain requirements that relate to this Section.
  - 1. **Contractor's Construction Schedule:** The Contractor's Construction Schedule is specified in Division 1 Section "Coordination - Asbestos Abatement."
  - 2. **Submittal Schedule:** The Submittal Schedule is specified in Division 1 Section "Submittals."

##### 1.3 SCHEDULE OF VALUES

- A. **Coordination:** Coordinate preparation of the Schedule of Values with preparation of the Contractor's Construction Schedule.
  - 1. Correlate line items in the Schedule of Values with other required administrative schedules and forms, including:
    - a. Contractor's Construction Schedule.
    - b. Application for Payment forms, including Continuation Sheets.
    - c. List of subcontractors.
    - d. Schedule of allowances.
    - e. Schedule of alternates.

- f. List of products.
  - g. List of principal suppliers and fabricators.
  - h. Schedule of submittals.
2. **Submit the Schedule of Values** to the Designer at the earliest possible date but no later than 7 days before the date scheduled for submittal of the initial Applications for Payment.
- A. **Form:** Submit Schedule of Values on the form at the end of this section.
- B. **Format and Content:** Submit a Schedule of Values that is based on functional, measurable, observable portions of the Work. Where appropriate breakdown the Work into phases, building areas or floors.
1. **Identification:** Include the following Project identification on the Schedule of Values:
- a. Project name and location.
  - b. Name of the Designer.
  - c. Project number.
  - d. Contractor's name and address.
  - e. Date of submittal.
2. **Breakdown Contract Sum** into each of the following items:
- a. Mobilization
  - b. Preparation of Work Area
  - c. Site Demolition
  - d. Asbestos Abatement
  - e. Project Decontamination
  - f. Other Work
  - g. Project Closeout
3. **Arrange the Schedule of Values** in tabular form with separate columns to indicate the following for each item listed:
- a. Related Specification Sections or Divisions
  - b. Description of Work.
  - c. Name of subcontractor.
  - d. Name of manufacturer or fabricator.
  - e. Name of supplier.
  - f. Change Orders (numbers) that affect value.
  - g. Dollar value.
    - 1) Percentage of Contract Sum to nearest

one-hundredth percent, adjusted to total 100 percent.

4. Provide a breakdown of the Contract Sum in sufficient detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Where appropriate, break principal subcontract amounts down into several line items.
5. Round amounts to nearest whole dollar; the total shall equal the Contract Sum.
6. **Unit-Cost Allowances:** Show the line-item value of unit-cost allowances, as a product of the unit cost, multiplied by the measured quantity. Estimate quantities from the best indication in the Contract Documents.
7. **Margins of Cost:** Show line items for indirect costs and margins on actual costs only when such items are listed individually in Applications for Payment. Each item in the Schedule of Values and Applications for Payment shall be complete. Include the total cost and proportionate share of general overhead and profit margin for each item.
8. **Schedule Updating:** Update and resubmit the Schedule of Values prior to the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

## 2.2 APPLICATIONS FOR PAYMENT

- A. **Payment-Application Times:** The date for each progress payment is the 15th day of each month. The period covered by each Application for Payment starts on the day following the end of the preceding period and ends 15 days prior to the date for each progress payment.
- B. **Payment-Application Forms:** Use AIA Document G702 and Continuation Sheets G703 as the form for Applications for Payment.
- C. **Application Preparation:** Complete every entry on the form. Include notarization and execution by a person authorized to sign legal documents on behalf of the Contractor. The Designer will return incomplete applications without action.

1. Entries shall match data on the Schedule of Values and the Contractor's Construction Schedule. Use updated schedules if revisions were made.
  2. Include amounts of Change Orders and Construction Change Directives issued prior to the last day of the construction period covered by the application.
- D. Transmittal:** Submit 3 signed and notarized original copies of each Application for Payment to the Designer by a method ensuring receipt within 24 hours. One copy shall be complete, including waivers of lien and similar attachments, when required.
1. Transmit each copy with a transmittal form listing attachments and recording appropriate information related to the application, in a manner acceptable to the Designer.
- E. Waivers of Mechanics Lien:** With each Application for Payment, submit partial waivers of mechanics liens from subcontractors, sub-subcontractors and suppliers for the construction period covered by the previous application.
1. Submit partial waivers from each subcontractor, sub-subcontractor or supplier on each item provided by such an entity, for the amount requested, prior to deduction for retainage, on each item.
  2. When an application shows completion of an item, submit final or full waivers from the subcontractors, sub-subcontractors and suppliers providing that item.
  3. The Owner reserves the right to designate which entities involved in the Work must submit waivers.
- F. Waiver Delays:** Submit each Application for Payment with the Contractor's waiver of mechanics lien for the period of construction covered by the application.
1. Submit final Applications for Payment with or preceded by final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
- G. Waiver Forms:** Submit waivers of lien on forms, and executed in a manner, acceptable to the Owner.



**H. Initial Application for Payment:** Administrative actions and submittals, that must precede or coincide with submittal of the first Application for Payment, include the following:

1. Submittals designated as required "Before Start of Work" by individual specification sections.
2. List of subcontractors.
3. List of principal suppliers and fabricators.
4. Schedule of Values.
5. Contractor's Construction Schedule (preliminary if not final).
6. Schedule of principal products.
7. Schedule of unit prices.
8. Submittal Schedule (preliminary if not final).
9. List of Contractor's staff assignments.
10. List of Contractor's principal consultants.
11. Copies of building permits.
12. Copies of authorizations and licenses from governing authorities for performance of the Work.
13. Initial progress report.
14. Report of preconstruction meeting.
15. Certificates of insurance and insurance policies.
16. Performance and payment bonds.
17. Data needed to acquire the Owner's insurance.
18. Initial settlement survey and damage report, if required.

**I. Application for Payment at Substantial Completion:** Following issuance of the Certificate of Substantial Completion, submit an Application for Payment.

1. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
2. Administrative actions and submittals that shall precede or coincide with this application include:
  - a. Final cleaning.
  - b. Application for reduction of retainage and consent of surety.
  - c. List of incomplete Work, recognized as exceptions to Designer's Certificate of Substantial Completion.

**J. Final Payment Application:** Administrative actions and submittals that must precede or coincide with submittal of the final Application for Payment include the following:

1. Completion of Project closeout requirements.
2. Completion of items specified for completion after Substantial Completion.
3. Ensure that unsettled claims will be settled.
4. Ensure that incomplete Work is not accepted and will be completed without undue delay.
5. Transmittal of required Project construction records to the Owner.
6. Proof that taxes, fees, and similar obligations were paid.
7. Removal of temporary facilities and services.
8. Removal of surplus materials, rubbish, and similar elements.
9. Change of door locks to Owner's access.
10. Disposal receipts, bills of lading and other required documentation of transportation and disposal of asbestos-containing waste.

PART 3 - PRODUCTS (Not Applicable).

PART 4 - EXECUTION (Not Applicable).

END OF SECTION 01028

## SECTION 01043 - COORDINATION - ASBESTOS ABATEMENT

### PART

#### 1 - GENERAL

##### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

##### 1.2 SUMMARY

- A. **This Section includes** administrative and supervisory requirements necessary for coordinating construction operations including, but not necessarily limited to, the following:

1. General project coordination procedures.
2. Conservation.
3. Plan of Action.
4. Contingency Plan.
5. Project Directory.
6. Notifications.
7. Pre-Construction Inspection.
8. Contractor's Construction Schedule.
9. Administrative and supervisory personnel.
10. Pre-Construction Conference
11. Progress Meetings
12. Coordination meetings.
13. Record Keeping.
14. Special Reports.

- B. **Related Sections:** The following Sections contain requirements that relate to this Section:

1. "Section 01701 - Project Closeout - Asbestos Abatement" for coordinating contract closeout.

##### 1.3 COORDINATION

- A. **Owner Occupancy:** Coordinate construction operations and scheduling with partial occupancy requirements of the Owner and the Owner's use of utilities.

- B. Coordinate construction operations** included in various Sections of these Specifications to assure efficient and orderly completion of each part of the Work. Coordinate construction operations included under different Sections that depend on each other for proper installation, connection, and operation.
1. Schedule construction operations in the sequence required to obtain the best results where execution of one part of the Work depends on execution of other components, before or after its own execution.
  2. Coordinate installation of different components to assure maximum accessibility for required maintenance, service, and repair.
  3. Make provisions to accommodate items scheduled for later installation.
- C.** Where necessary, prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and attendance at meetings.
1. Prepare similar memoranda for the Owner and separate contractors where coordination of their work is required.
- D. Administrative Procedures:** Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and assure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
1. Preparation of schedules.
  2. Installation and removal of temporary facilities.
  3. Delivery and processing of submittals.
  4. Progress meetings.
  5. Project closeout activities.
- E. Conservation:** Coordinate construction operations to assure that operations are carried out with consideration given to conservation of energy, water, and materials.
1. Salvage materials and equipment involved in performance of, but not actually incorporated in, the Work.

#### 1.4 CONTINGENCY PLAN:

**A. Contingency Plan:** Prepare a contingency plan for emergencies or any other event that may require breaching of work area containment or modification or abridgement of decontamination or work area isolation procedures. Include in this plan procedures for performing electrical and mechanical repairs inside containment after abatement work has begun. Include in plan specific procedures for decontamination or work area isolation. Note that nothing in this specification should impede safe exiting or providing of adequate medical attention in the event of an emergency. Items to be addressed in the plan include, but are not limited to the following:

1. Fire
2. Accident
3. Life threatening injury
4. Non life threatening injury
5. Rescue
6. Power Failure
7. Pressure differential system failure
8. Breach of containment
9. Electrical faults or shock
10. Excessive heat / cold (if/when such limits are specified)
11. Supplied air system failure
12. Water leaks
13. Waste spills
14. Unauthorized entry into work area
15. Elevated air samples outside of containment
16. Repairs inside containment
17. Toxic releases

#### 1.5 PROJECT DIRECTORY

**A. Develop a directory** of all entities involved in the project. Include the Contractor's principal staff assignments, including the Superintendent and other personnel in attendance at the site. Identify individuals, their duties and responsibilities. List business name, contact person, normal business and emergency telephone, pager and fax numbers and addresses of:

1. Owner, Designer, and Project Administrator
2. Contractor's General Superintendent, supervisory personnel and Contractor's home office
3. Emergency services including but not limited to fire, ambulance, doctor, hospital, police, power company, telephone company.
4. Local, state, and federal agencies with jurisdiction over the project.

- B. **Post:** Post copies of the Project Directory in the project meeting room, the temporary field office, each temporary telephone, and at entrance to clean room of Personnel Decontamination Unit

## 1.6 NOTIFICATIONS

- A. **Notify other entities** at the job site of the nature of the asbestos abatement activities, location of asbestos-containing materials (ACM), requirements relative to asbestos set forth in these specifications and applicable regulations. Advance notification will be made to:
  - 1. Employees who will perform asbestos abatement work or related activities, or who will be in the work area during the course of the work of this contract.
  - 2. Employers of employees who work and/or will be working in adjacent areas during the course of the work of this contract.
- B. **Notify emergency service agencies** including fire, ambulance, police or other agency that may service the abatement work site in case of an emergency. Notification is to include methods of entering work area, emergency entry and exit locations, modifications to fire notification or fire fighting equipment, and other information needed by agencies providing emergency services.
- C. **Notifications of Emergency:** Any individual at the job site may notify emergency service agencies if necessary without effect on this Contract or the Contract Sum.

## 1.7 PRE-CONSTRUCTION INSPECTION:

- A. **Inspect areas** in which work will be performed, prior to commencement of work. Prepare a listing of damage to structure, surfaces, equipment or of surrounding properties which could be misconstrued as damage resulting from the work. Photograph or videotape existing conditions as necessary to document conditions. Submit to Designer for record purposes prior to starting work.

## 1.8 ADMINISTRATIVE AND SUPERVISORY PERSONNEL

- A.** Project Supervisor: Provide a full-time Project Supervisor at the work site who is experienced in administration and supervision of asbestos abatement projects including work practices, protective measures for building and personnel, disposal procedures, project scheduling, management, etc. This person is the Contractor's Representative, and will function as the 'competent person' at the work site responsible for compliance with all applicable federal, state and local regulations, particularly those relating to ACM.
1. Training: The General Superintendent must have a current certification from a state approved trainer for a course that meets the requirements of the EPA Model Accreditation Plan for asbestos abatement contractor/supervisor (40 CFR part 763, Subpart E, Appendix C).
  2. Experience: The General Superintendent must have demonstrable experience in the successful management of asbestos abatement projects that are similar to the work of this contract.
    - a. The General Superintendent must have a minimum of two (2) years experience in the on-site management of asbestos abatement projects.
    - b. The General Superintendent must have had responsible charge of a minimum of ten (10) asbestos abatement projects similar in size and type to the work of this contract.
  3. Competent Person: The General Superintendent is to be a Competent Person as required by OSHA in 29 CFR 1926.
- B.** Accreditation: The General Superintendent, Supervisors and Forepersons are to be accredited as an Asbestos Abatement Supervisor in accordance with the AHERA regulation 40 CFR Part 763, Subpart E, Appendix C.

#### **1.9 PRE-CONSTRUCTION CONFERENCE:**

- A.** **An initial progress meeting**, recognized as "Pre-Construction Conference" will be convened prior to start of any work. The preconstruction conference will be scheduled before start of construction, at a time convenient to the Owner and the Designer, but no later than 15 days after execution of the Agreement. Meet at the project site, or as otherwise directed, with General Superintendent, Owner, Designer, Project

Administrator, and other entities concerned with the asbestos abatement work.

- B. Attendees:** Authorized representatives of the Owner, Designer, and their consultants will be in attendance. An authorized representative of the Contractor and its superintendent; major subcontractors; manufacturers; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with the Project and authorized to conclude matters relating to the Work.

1. 72 hours advance notice will be provided to all participants prior to convening Pre-Construction Conference.

- C. Agenda:** This is an organizational meeting, to review responsibilities and personnel assignments, to locate regulated areas and temporary facilities including power, light, water, etc. Items of significance that could affect progress will be discussed, including the following:

1. Tentative construction schedule.
2. Critical work sequencing.
3. Designation of responsible personnel.
4. Procedures for processing field decisions and Change Orders.
5. Procedures for processing Applications for Payment.
6. Distribution of Contract Documents.
7. Submittal of Shop Drawings, Product Data, and Samples.
8. Preparation of record documents.
9. Use of the premises.
10. Parking availability.
11. Office, work, and storage areas.
12. Equipment deliveries and priorities.
13. Safety procedures.
14. First aid.
15. Security.
16. Housekeeping.
17. Working hours.

#### 1.10 RECORD KEEPING:

- A. Daily Log:** Maintain a Daily Log in an area accessible to the Owner, Designer and Project Administrator) as a bound, sequential, hand-written record carefully prepared daily that documents but is not limited to the following items:



1. Meetings; purpose, attendees, brief discussion
  2. Special or unusual events, i.e. barrier breeching, equipment failures, accidents
  3. Documentation of Contractor's completion of the following:
    - a. Inspection of work area preparation prior to start of removal and daily thereafter.
    - b. Removal of any sheet plastic barriers
    - c. Contractor's inspections prior to spray back, lock back, encapsulation, enclosure or any other operation that will conceal the condition of ACM or the substrate from which such materials have been removed.
    - d. Removal of waste materials from work area
    - e. Decontamination of equipment (list items)
    - f. Contractors final inspection/final air test analysis.
- B. Entry/Exit Log:** Maintain within the Decontamination Unit a daily log documenting the dates and time of but not limited to, the following items:
1. Visitations; authorized and unauthorized with the following information
    - a. Name
    - b. Organization
    - c. Entry time
    - d. Exit Time
    - e. Respiratory protection
  2. Personnel, by name, entering and leaving the work area with the following information
    - a. Printed Name
    - b. Identification Number
    - c. Entry Time
    - d. Exit Time
    - e. Respiratory Protection
- C. Air Monitoring Results:** Post personnel and area air monitoring results in Decontamination Unit within 24 hours of sample collection. Post the respiratory protection requirements for the work in progress.
- D. Records in Decontamination Unit:** Maintain the following documentation in the Decontamination Unit, in a location accessible to workers.
1. Documentation of inspections by OSHA, EPA or local authority
  2. Respiratory Protection Program.

- E. Other records:** Maintain other documentation in a location that is accessible to the Owner, Designer, and Project Administrator including:
1. Waste Manifests and shipping records
  2. Landfill receipts.
  3. Accident reports.

#### 1.11 SPECIAL REPORTS:

- A. General:** Except as otherwise indicated, submit special reports directly to Owner within one day of occurrence requiring special report, with copy to Designer and others affected by occurrence.
- B. Reporting Unusual Events:** When an event of unusual and significant nature occurs at site (examples: failure of pressure differential system, rupture of temporary enclosures), prepare and submit report. List chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects, and similar pertinent information. When such events are known or predictable in advance, advise Owner in advance at earliest possible date.
- C. Reporting Accidents:** Prepare and submit reports of significant accidents, at site and anywhere else work is in progress. Record and document data and actions; comply with industry standards. For this purpose, a significant accident is defined to include events where personal injury is sustained, property loss of substance is sustained, or where the event posed a significant threat of loss or personal injury, or where work was stopped for over four hours during a scheduled shift.
- D. Report Discovered Conditions:** When an unusual condition of the building is discovered during the work (e.g. leaks, termites, corrosion) prepare and submit a special report indication condition discovered.

#### 1.12 SUBMITTALS

- A. Before the Start of Work:** Submit the following to the Construction Manager in the same manner as product data.
1. Contingency Plans.
  2. Project Directory.

3. Notifications: copy of notification sent to other entities at the work site, and to emergency service agencies.
4. Pre-Construction Inspection: Report on inspection carried out as required by this section.
5. Contractor's Construction Schedule.

- B. Project Close-out:** Submit two (2) copies for information purposes of all documents indicated in the following sections at final closeout of project as a project close-out submittal.
1. Section on Record Keeping.
  2. Section on Special Reports.

**PART 2 - PRODUCTS** (Not Applicable)

**PART 3 - EXECUTION**

END OF SECTION - 01043

## SECTION 01097 - REFERENCE STANDARDS AND DEFINITIONS - ASBESTOS ABATEMENT

### PART

#### 1 - GENERAL

##### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

##### 1.2 DEFINITIONS

- A. **General:** Basic contract definitions are included in the Conditions of the Contract.
  - 1. "Indicated": The term "indicated" refers to graphic representations, notes, or schedules on the Drawings, or other paragraphs or Schedules in the Specifications, and similar requirements in the Contract Documents. Terms such as "shown," "noted," "scheduled," and "specified" are used to help the reader locate the reference. Location is not limited.
  - 2. "Directed": Terms such as "directed," "requested," "authorized," "selected," "approved," "required," and "permitted" mean directed by the Designer, requested by the Designer, and similar phrases.
  - 3. "Approved": The term "approved," when used in conjunction with the Designer's action on the Contractor's submittals, applications, and requests, is limited to the Designer's duties and responsibilities as stated in the Conditions of the Contract.
  - 4. "Regulations": The term "regulations" includes laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, as well as rules, conventions, and agreements within the construction industry that control performance of the Work.

5. "Furnish": The term "furnish" means supply and deliver to the Project Site, ready for unloading, unpacking, assembly, installation, and similar operations.
6. "Install": The term "install" describes operations at the Project Site including the actual unloading, unpacking, assembly, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
7. "Provide": The term "provide" means to furnish and install, complete and ready for the intended use.
  - a. The term "experienced," when used with the term "installer," means having a minimum of 5 previous projects similar in size and scope to this Project, being familiar with the special requirements indicated, and having complied with requirements of authorities having jurisdiction.
  - b. Trades: Using terms such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to trades persons of the corresponding generic name.
8. "Project Site" is the space available to the Contractor for performing construction activities, either exclusively or in conjunction, with others performing other work as part of the Project. The extent of the Project Site is shown on the Drawings and may or may not be identical with the description of the land on which the Project is to be built.
9. "Testing Agencies": A testing agency is an independent entity engaged to perform specific inspections or tests, either at the Project Site or elsewhere, and to report on and, if required, to interpret results of those inspections or tests.
10. "Designer": This is the entity described as the "Architect" in AIA Document A201 "General Conditions of the Contract for Construction," or is the entity described as "Engineer" in Engineers Joint Contract Document Committee (EJCDC) Document 1910-8 "Standard General

Conditions of the Construction Contract." All references to Architect or Engineer in the Contract Documents in all cases refer to the Designer. The Designer will represent the Owner during construction and until final payment is due. The Designer will advise and consult with the Owner. The Owner's instructions to the Contractor will be forwarded through the Designer.

11. "Project Administrator": This is the entity described as the "Project Representative" in AIA Document A201 "General Conditions of the Contract for Construction," or is the entity described as "Engineer" in Engineers Joint Contract Document Committee (EJCDC) Document 1910-8 "Standard General Conditions of the Construction Contract." The Project Administrator is a full time representative of the Owner at the job site with authority to stop the work upon written or verbal order if requirements of the Contract Documents are not met, or if in the sole judgment of the Project Administrator, Designer, or Owner, the interests of the Owner, safety of any person or the Owner's property are jeopardized by the work.
12. "Stop Work Order": is a written order to cease asbestos removal, encapsulation or enclosure activities. The Contractor must maintain work area enclosure, pressure differential isolation and ventilation of the work area, and decontamination units during the period that a Stop Work Order is in affect.
13. "General Superintendent": This is the Contractor's Representative at the work site. This person must be a Competent Person as defined by OSHA in 29 CFR 1926.

#### **B. Definitions Relative to Asbestos Abatement:**

1. "Adequately Wet" means to sufficiently mix or penetrate with liquid to prevent the release of particulates. If visible emissions are observed coming from the asbestos-containing material (ACM), then that material has not been adequately wetted. However, the absence of visible emissions is not sufficient evidence of being adequately wetted.
2. "Asbestos": The asbestiform varieties of chrysotile (serpentine), amosite (cummingtonite-grunerite), crocidolite (riebeckite), tremolite, anthophyllite,

actinolite, and any of these minerals that has been chemically treated and/or altered. For purposes of the contract documents materials described in the contract documents as asbestos are to be considered as asbestos.

3. "Asbestos-Containing Material (ACM)": Any material containing more than 1% asbestos as determined using the methods specified in appendix A, subpart F, 40 CFR part 763, section 1, Polarized Light Microscopy.
4. "Asbestos-Containing Waste Material": any waste that contains asbestos. This term includes filters or other materials contaminated with asbestos. This term also includes regulated asbestos-containing material waste and materials contaminated with asbestos including disposable equipment and clothing.
5. "Asbestos debris": pieces of ACM that can be identified by color, texture, or composition, or dust, if the dust is determined by an accredited inspector to be ACM.
6. "Certified Industrial Hygienist (C.I.H.)": one certified in the practice of industrial hygiene by the American Board of Industrial Hygiene.
7. "Competent person" : an individual who meets the requirements of OSHA as a "competent person" for the specific activity involved in the work. The "competent person" must meet the requirements of 29 CFR 1926.32(f), and 29 CFR 1926.1101.
8. "Filter": A media component used to remove solid or liquid particles from air and water.
9. "Friable Asbestos": any asbestos-containing material that when dry, can be crumbled, pulverized, or reduced to powder by hand pressure.
10. "Grinding": to reduce to powder or small fragments and includes manual or mechanical chipping or drilling.
11. "HEPA Filter": A High Efficiency Particulate Air (HEPA) filter capable of trapping and retaining 99.97% of all mono-dispersed particles of 0.3 microns in diameter.
12. "HEPA Filter Vacuum Collection Equipment (or vacuum cleaner)": High efficiency particulate air filtered vacuum collection equipment with a HEPA filter.

13. "Intact" : that the ACM has not crumbled, been pulverized, or otherwise deteriorated so that the asbestos is no longer likely to be bound with its matrix.
14. "Leak-tight": that solids or liquids cannot escape or spill out. It also means dust-tight.
15. "Negative Pressure Enclosure (NPE) ": A pressure differential and ventilation system where the work area is maintained at a negative pressure relative to air pressure outside the work area.
16. "Nonfriable Material": any material that, when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure and has not been rendered friable.
17. "Personal Monitoring": Sampling of the asbestos fiber concentrations within the breathing zone of an employee.
18. "Surfacing material": material that is sprayed, troweled-on or otherwise applied to surfaces (such as acoustical plaster on ceilings and fireproofing materials on structural members, or other materials on surfaces for acoustical, fireproofing, and other purposes).
19. "Thermal system insulation (TSI)": insulation applied to pipes, fittings, boilers, breeching, tanks, ducts or other components to prevent heat loss or gain.
20. "Time Weighted Average (TWA)": The average concentration of a contaminant in air during a specific time period as determined by the method prescribed in Appendix A of 29 CFR part 1926.1101.
21. "Visible Emissions": Any emissions containing particulate material that are visually detectable without the aid of instruments. This does not include condensed uncombined water vapor.
22. "Working Day": Monday through Friday and includes holidays that fall on any of the days Monday through Friday as indicated in the notification requirements.

### 1.3 SPECIFICATION FORMAT AND CONTENT EXPLANATION



- A. Specification Format:** These Specifications are organized into Divisions and Sections based on CSRF's 16-Division format and MasterFormat's numbering system.
- B. Specification Content:** This Specification uses certain conventions regarding the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations or circumstances. These conventions are explained as follows:
  - 1. Abbreviated Language:** Language used in Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be interpolated as the sense requires. Singular words will be interpreted as plural and plural words interpreted as singular where applicable as the context of the Contract Documents indicates.
  - 2. Streamlined Language:** The Specifications generally use the imperative mood and streamlined language. Requirements expressed in the imperative mood are to be performed by the Contractor. At certain locations in the Text, subjective language is used for clarity to describe responsibilities that must be fulfilled indirectly by the Contractor or by others when so noted.

#### 1.4 INDUSTRY STANDARDS

- A. Applicability of Standards:** Except where the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- B. Publication Dates:** Comply with the standards in effect as of the date of the Contract Documents.
- C. Conflicting Requirements:** Where compliance with 2 or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer to the Designer before proceeding for a decision on requirements

that are different but apparently equal, and where it is uncertain which requirement is the most stringent.

**1. Minimum Quantity or Quality Levels:** The quantity or quality level shown or specified shall be the minimum acceptable. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of the requirements. Refer uncertainties to the Designer for a decision before proceeding.

**D. Copies of Standards:** Each entity engaged in construction on the Project is required to be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.

**1.** Where copies of standards are needed to perform a required construction activity, the Contractor shall obtain copies directly from the publication source.

**E. Standards:** which apply to asbestos abatement work or hauling and disposal of asbestos waste materials include but are not limited to the following:

**1.** American National Standards Institute (ANSI)  
1430 Broadway  
New York, New York 10018  
(212)354-3300

- a. Fundamentals Governing the Design and Operation of Local Exhaust Systems Publication Z9.2
- b. Practices for Respiratory Protection Publication Z88.2

**2.** American Society for Testing and Materials (ASTM)  
100 Bar Harbor Drive  
West Conshocken, PA 19428-2959  
(610) 832-9585

- a. Safety and Health Requirements Relating to Occupational Exposure to Asbestos E 849
- b. ASTM Standard Practice for Visual Inspection of Asbestos Abatement Projects E1368

**F. Abbreviations and Names:** Trade association names and titles of general standards are frequently abbreviated. The following acronyms or abbreviations, as referenced in the Contract

Documents, are defined to mean the associated names. Names and addresses are subject to change and are believed, but are not assured, to be accurate and up-to-date as of the date of the Contract Documents.

1. ACGIH American Conference of Governmental Industrial Hygienists  
1330 Kemper Meadow Dr.  
Cincinnati, OH 45240 (513) 742-2020
2. AIA The American Institute of Architects  
1735 New York Ave., NW  
Washington, DC 20006 (202) 626-7300
3. AIHA American Industrial Hygiene Assoc.  
2700 Prosperity Ave., Suite 250  
Fairfax, VA 22031 (703) 849-8888
4. ANSI American National Standards Institute  
11 West 42nd St., 13th Floor  
New York, NY 10036 (212) 642-4900
5. ASHRAE American Society of Heating,  
Refrigerating and Air-Conditioning Engineers  
1791 Tullie Circle, NE  
Atlanta, GA 30329 (404) 636-8400
6. ASME American Society of Mechanical Engineers  
345 East 47th St.  
New York, NY 10017 (212) 705-7722
7. ASTM American Society for Testing and Materials  
100 Barr Harbor Drive  
West Conshohocken, PA 19428-2959 (610) 832-9585
8. CGA Compressed Gas Assoc.  
1725 Jefferson Davis Highway, Suite 1004  
Arlington, VA 22202-4100 (703) 412-0900
9. IEEE Institute of Electrical and Electronic Engineers  
345 E. 47th St.  
New York, NY 10017 (212) 705-7900
10. IETA International Electrical Testing Assoc.  
P.O. Box 687  
Morrison, CO 80465 (303) 697-8441

11. ISO International Standards Organization
12. NEC National Electrical Code (from NFPA)
13. NECA National Electrical Contractors Assoc.  
3 Bethesda Metro Center, Suite 1100  
Bethesda, MD 20814 (301) 657-3110
14. NEMA National Electrical Manufacturers Assoc.  
2101 L St., NW, Suite 300  
Washington, DC 20037 (202) 457-8400
15. NFPA National Fire Protection Assoc.  
One Batterymarch Park  
P.O. Box 9101  
Quincy, MA 02269-9101 (617) 770-3000 (800) 344-3555
16. NRC National Roofing Contractors Assoc.  
10255 W. Higgins Rd., Suite 600  
Rosemont, IL 60018-5607 (708) 299-9070
17. UL Underwriters Laboratories  
333 Pfingsten Rd.  
Northbrook, IL 60062 (708) 272-8800
18. White Lung Association  
PO Box 1483  
Baltimore, MD 21203

**G. Federal Government Agencies:** Names and titles of federal government standard- or Specification-producing agencies are often abbreviated. The following acronyms or abbreviations referenced in the Contract Documents indicate names of standard- or Specification-producing agencies of the federal government. Names and addresses are subject to change and are believed, but are not assured, to be accurate and up-to-date as of the date of the Contract Documents.

1. CE Corps of Engineers  
(U.S. Department of the Army)  
Chief of Engineers - Referral  
Washington, DC 20314 (202) 272-0660
2. CFR Code of Federal Regulations  
(Available from the Government Printing Office)  
N. Capitol St. between G and H St., NW

Washington, DC 20402 (202) 783-3238  
(Material is usually first published in the "Federal Register")

3. CPSC Consumer Product Safety Commission  
5401 Westbard Ave.  
Bethesda, MD 20207 (800) 638-2772
4. CS Commercial Standard  
(U.S. Department of Commerce)  
Government Printing Office  
Washington, DC 20402 (202) 783-3238
5. DOC Department of Commerce  
14th St. and Constitution Ave., NW  
Washington, DC 20230 (202) 482-2000
6. DOT Department of Transportation  
400 Seventh St., SW  
Washington, DC 20590 (202) 366-4000
7. EPA Environmental Protection Agency  
401 M St., SW  
Washington, DC 20460 (202) 260-2090
8. FS Federal Specification (from GSA)  
Specifications Unit (WFSIS)  
7th and D St., SW  
Washington, DC 20407 (202) 708-9205
9. GSA General Services Administration  
F St. and 18th St., NW  
Washington, DC 20405 (202) 708-5082
10. MIL Military Standardization Documents  
(U.S. Department of Defense)  
Naval Publications and Forms Center  
5801 Tabor Ave.  
Philadelphia, PA 19120
11. NIST National Institute of Standards and Technology  
(U.S. Department of Commerce)  
Gaithersburg, MD 20899 (301) 975-2000
12. OSHA Occupational Safety and Health Administration  
(U.S. Department of Labor)

200 Constitution Ave., NW  
Washington, DC 20210 (202) 219-6091

13. PS Product Standard of NBS  
(U.S. Department of Commerce)  
Government Printing Office  
Washington, DC 20402 (202) 783-3238

14. USPS U.S. Postal Service  
475 L'Enfant Plaza, SW  
Washington, DC 20260-0010 (202) 268-2000

H. **Trade Union Jurisdictions:** The Contractor shall maintain, and require subcontractors to maintain, complete current information on jurisdictional matters, regulations and pending actions, as applicable to construction activities. The manner in which Contract Documents have been organized and subdivided is not intended to be indicative of trade union or jurisdictional agreements.

1. Discuss new developments at project meetings at the earliest feasible dates. Record relevant information and actions agreed upon.
2. Assign and subcontract construction activities, and employ tradesmen and laborers in a manner that will not unduly risk jurisdictional disputes that could result in conflicts, delays, claims and losses.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01097

## NOTIFICATION OF DEMOLITION AND RENOVATION

OPERATOR PROJECT #	POSTMARK	DATE RECEIVED	NOTIFICATION #		
I. TYPE OF NOTIFICATION (O-Original R-Revised C-Canceled):					
II. FACILITY INFORMATION (identify owner, removal contractor, and other operator)					
OWNER NAME:					
ADDRESS:					
CITY:	STATE:	ZIP:			
CONTACT:		TEL:			
REMOVAL CONTRACTOR:					
ADDRESS:					
CITY:	STATE:	ZIP:			
CONTACT:		TEL:			
OTHER OPERATOR:					
ADDRESS:					
CITY:	STATE:	ZIP:			
CONTACT:		TEL:			
III. TYPE OF OPERATION (D-Demo O - Ordered Demo R - Renovation E - Emergency Renovation):					
IV. IS ASBESTOS PRESENT? (Yes/No)					
V. FACILITY DESCRIPTION (Include building name, number and floor or room number)					
BLDG NAME:					
ADDRESS:					
CITY:	STATE:	ZIP:			
SITE LOCATION:					
BUILDING SIZE:	# OF FLOORS:	AGE IN YEARS:			
PRESENT USE:		PRIOR USE:			
VI. PROCEDURE, INCLUDING ANALYTICAL METHOD, IF APPROPRIATE, USED TO DETECT THE PRESENCE OF ASBESTOS MATERIAL:					
VII. APPROXIMATE AMOUNT OF ASBESTOS, INCLUDING: 1. REGULATED ACM TO BE REMOVED 2. CATEGORY I ACM NOT REMOVED 3. CATEGORY II ACM NOT REMOVED	RACM TO BE REMOVED	NONFRIABLE ASBESTOS MATERIAL NOT TO BE REMOVED		INDICATE UNIT OF MEASUREMENT BELOW	
		CAT I	CAT II	UNIT	
PIPE				Ln Ft:	Ln m:
SURFACE AREA				Sq Ft:	Sq m:
VOL RACM OFF FACILITY COMPONENT				Cu Ft:	Cu m:
VIII. SCHEDULED DATES ASBESTOS REMOVAL (MM/DD/YY) Start: Complete:					
IX. SCHEDULED DATES DEMO/RENOVATION (MM/DD/YY) Start: Complete:					

continued on page two

X. DESCRIPTION OF PLANNED DEMOLITION OR RENOVATION WORK, AND METHOD(S) TO BE USED:
XI. DESCRIPTION OF WORK PRACTICES AND ENGINEERING CONTROLS TO BE USED TO PREVENT EMISSIONS OF ASBESTOS AT THE DEMOLITION AND RENOVATION SITE:

XII. WASTE TRANSPORTER #1		
ADDRESS:		
CITY:	STATE:	ZIP:
CONTACT:		TEL:
WASTE TRANSPORTER #2		
ADDRESS:		
CITY:	STATE:	ZIP:
CONTACT:		TEL:
XIII. WASTE DISPOSAL SITE		
NAME:		
LOCATION:		
CITY:	STATE:	ZIP:
TELEPHONE:		
XIV. IF DEMOLITION ORDERED BY A GOVERNMENT AGENCY, PLEASE IDENTIFY THE AGENCY BELOW:		
NAME:		TITLE:
AUTHORITY:		
CITY:	STATE:	ZIP:
DATE OF ORDER (MM/DD/YY)		DATE ORDERED TO BEGIN (MM/DD/YY)
XV. FOR EMERGENCY RENOVATIONS		
Date and Hour of Emergency (MM/DD/YY):		
Description of the Sudden, Unexpected Event:		
Explanation of how the event caused unsafe conditions or would cause equipment damage or an unreasonable financial burden:		
XVI. DESCRIPTION OF PROCEDURES TO BE FOLLOWED IN THE EVENT THAT UNEXPECTED ASBESTOS IS FOUND OR PREVIOUSLY NONFRIABLE ASBESTOS MATERIAL BECOMES CRUMBLED, PULVERIZED, OR REDUCED TO POWDER.		
XVII. I CERTIFY THAT AN INDIVIDUAL TRAINED IN THE PROVISIONS OF THIS REGULATION (40 CFR PART 61, SUBPART M) WILL BE ON-SITE DURING THE DEMOLITION OR RENOVATION AND EVIDENCE THAT THE REQUIRED TRAINING HAS BEEN ACCOMPLISHED BY THIS PERSON WILL BE AVAILABLE FOR INSPECTION DURING NORMAL BUSINESS HOURS. (Required 1 year after promulgation)		
(Signature of Owner/Operator)		(Date)
XVIII. I CERTIFY THAT THE ABOVE INFORMATION IS CORRECT.		
(Signature of Owner/Operator)		(Date)



## SECTION 01098 - CODES, REGULATIONS AND STANDARDS - ASBESTOS ABATEMENT

### PART

#### 1 - GENERAL

##### 1.1 RELATED DOCUMENTS:

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this section.

##### 1.2 SUMMARY

- A. This section sets forth governmental regulations which are included and incorporated herein by reference and made a part of the specification. This section also sets forth those notices and permits which are known to the Owner and which either must be applied for and received, or which must be given to governmental agencies before start of work.
  - 1. Requirements include adherence to work practices and procedures set forth in applicable codes, regulations and standards.
  - 2. Requirements include obtaining permits, licenses, inspections, releases and similar documentation, as well as payments, statements and similar requirements associated with codes, regulations, and standards.

##### 1.3 CODES, REGULATIONS AND STANDARDS

- A. **General Applicability of Codes, Regulations and Standards:**  
Except to the extent that more explicit or more stringent requirements are written directly into the Contract Documents, all applicable codes and regulations have the same force and effect (and are made a part of the contract documents by reference) as if copied directly into the Contract Documents, or as if published copies are bound herewith.
- B. **Contractor Responsibility:** The Contractor shall assume full responsibility and liability for the compliance with all applicable Federal, State, and local regulations pertaining to work practices, hauling, disposal, and protection of workers, visitors to the site, and persons occupying areas adjacent to the site. The Contractor is responsible for providing medical

examinations and maintaining medical records of personnel as required by the applicable Federal, State, and local regulations. The Contractor shall hold the Owner and Designer harmless for failure to comply with any applicable work, hauling, disposal, safety, health or other regulation on the part of the contractor , the contractor's employees, or subcontractors.

**C. Federal Requirements:** which govern asbestos abatement work or hauling and disposal of asbestos waste materials include but are not limited to the following:

1. **OSHA:** U.S. Department of Labor, Occupational Safety and Health Administration, (OSHA), including but not limited to:
  - a. Occupational Exposure to Asbestos, Tremolite, Anthophyllite, and Actinolite;  
Final Rules Title 29, Part 1910, Section 1001 of the Code of Federal Regulations  
Final Rules Title 29, Part 1926, Section 1101 of the Code of Federal Regulations
  - b. Respiratory Protection  
Title 29, Part 1910, Section 134 of the Code of Federal Regulations  
Title 29, Part 1926, Section 103 of the Code of Federal Regulations
  - c. Personal Protective Equipment for General Industry  
Title 29, Part 1910, Section 132 of the Code of Federal Regulations  
Title 29, Part 1926, Sections 95 - 107 of the Code of Federal Regulations
  - d. Access to Employee Exposure and Medical Records  
Title 29, Part 1926, Section 33 of the Code of Federal Regulations
  - e. Hazard Communication  
Title 29, Part 1926, Section 59 of the Code of Federal Regulations
  - f. Specifications for Accident Prevention Signs and Tags  
Title 29, Part 1910, Section 145 of the Code of Federal Regulations

- g. Permit Required Confined Space  
Title 29, Part 1910, Section 146 of the Code of Federal Regulations
  - h. Construction Industry  
Title 29, Part 1910, Section 1001 of the Code of Federal Regulations  
Title 29, Part 1926, Section 1101 of the Code of Federal Regulations
  - i. Construction Industry - General Duty Standards  
Title 29, Part 1926, Sections 20 through 35 of the Code of Federal Regulations
2. **DOT:** U. S. Department of Transportation, including but not limited to:
- a. Hazardous Substances  
Title 49, Part 171 and 172 of the Code of Federal Regulations
  - b. Hazardous Material Regulations  
General Awareness and Training Requirements for Handlers, Loaders and Drivers  
Title 49, Parts 171-180 of the Code of Federal Regulations
  - c. Hazardous Material Regulations  
Editorial and Technical Revisions  
Title 49, Parts 171-180 of the Code of Federal Regulations
3. **EPA:** U. S. Environmental Protection Agency (EPA), including but not limited to:
- a. Asbestos Hazard Emergency Response Act (AHERA) Regulation  
Title 40, Part 763, Sub-part E of the Code of Federal Regulations
  - b. EPA Model Accreditation Plan - Asbestos Containing Materials Final Rule & Notice  
Title 40, Part 763, Sub-part E, Appendix C of the Code of Federal Regulations

- c. National Emission Standard for Hazardous Air Pollutants (NESHAP)  
National Emission Standard for Asbestos  
Title 40, Part 61, Sub-part A, and Sub-part M (Revised Sub-part B) of the Code of Federal Regulations

**D. State Requirements:** which govern asbestos abatement work or hauling and disposal of asbestos waste materials include but are not limited to the following:

DELAWARE

Asbestos Contractor/Worker Certification Program

Delaware Department of Natural Resources and Environmental Control (DNREC)-

Delaware Regulations governing the control of Air Pollution Emission Standards for Asbestos, Nov. 1985-  
Section 10 Emission Standards for Asbestos.

Note: DNREC Order No. 89-A-12 issued August 30, 1989 amended Section 10.6 (Cleaning and Monitoring) of Section 10

**E. Local Requirements:** Abide by all local requirements which govern asbestos abatement work or hauling and disposal of asbestos waste materials.

**1.4 NOTICES:**

**A. U.S. ENVIRONMENTAL PROTECTION AGENCY**

- 1. Postmark or Deliver Written Notification as required by USEPA National Emission Standards for Hazardous Air Pollutants (NESHAP) Asbestos Regulations (40 CFR 61, Subpart M) to the regional Asbestos NESHAP Contact at least 10 working days prior to beginning any work on asbestos-containing materials (ACM). Send notification to the following address:

- a. REGION 3  
Asbestos NESHAP Contact  
Air Management Division  
USEPA  
841 Chestnut Street  
Philadelphia, PA 19107  
(215) 597-6550

2. There is a copy of the NESHAP form at the end of this section.
3. Notification: Include the following information in the notification sent to the NESHAP contact:
  - a. Indication whether the notification is the original or revised notification
  - b. Name, address, and telephone number of owner or operator.
  - c. Name, address, and telephone number of contractor.
  - d. Type of Operation (demolition or renovation).
  - e. Description of the facility or affected part of the facility being demolished or renovated, including the size (square feet [square meters], number of floors), age, present and prior use of the facility.
  - f. Estimate of the approximate amount of RACM to be removed from the facility in terms of linear meters [linear feet] of pipe, and surface area in square meters [square feet] of other facility components. Also estimate the approximate amount of Category I and Category II nonfriable ACM in the affected part of the facility that will not be removed before demolition.
  - g. For facilities in which the amount of friable asbestos materials less than 80 linear meters (260 linear feet) on pipes and less than 15 square meters (160 square feet) or 1 cubic meter (35 cubic feet) if the length and width could not be measured. On other facility components, explain techniques of estimation.
  - h. Location and street address (including building number or name and floor or room number, if appropriate), city county, and state, of the facility being demolished or renovated.
  - i. Scheduled starting and completion dates of asbestos removal work (or any other activity, such as site preparation that would break up, dislodge, or similarly disturb asbestos material) in a demolition or renovation; planned renovation operations involving individual nonscheduled operations shall only include the beginning and ending dates of the report period as described in paragraph (a)(4)(iii) of 40 CFR 61.145.
  - j. Scheduled starting and completion dates of demolition or renovation.
  - k. Nature of planned demolition or renovation and method(s) to be used, including demolition or renovation techniques to be used and description of affected facility components.

- l. Procedures to be used to comply with the requirements of USEPA National Emission Standards for Hazardous Air Pollutants (NESHAP) Asbestos Regulations (40 CFR 61 Subpart M).
- m. Name and location of the waste disposal site where the asbestos containing waste material will be deposited.
- n. A certification that at least one person trained as required by paragraph (c)(8) of 40 CFR 61.145 will supervise the stripping and removal described by this notification.

**B. OCCUPATIONAL SAFETY & HEALTH ADMINISTRATION**

1. Send a copy of evaluation and certification of alternative work procedures to the national office of OSHA, Office of Technical Support, Room N3653, 200 Constitution Avenue, NW, Washington, DC 20210 before work which involves the removal of more than 25 linear or 10 square feet (7.5 linear meters or 3 square meters) of thermal system insulation or surfacing material is begun using an alternative method.

**C. STATE AND LOCAL AGENCIES:**

1. Send written notification as required by state and local regulations prior to beginning any work on ACM. A ten-working day notice form is included at the end of this section for contractor use. Send this form to:

For Projects in Kent County:

DNREC Division of Environmental Control  
89 Kings Highway, P.O. Box 1401  
Dover, DE 19903

**1.5 PERMITS:**

- A. Permit: All asbestos containing waste is to be transported by an entity maintaining a current "Industrial waste hauler permit" specifically for ACM, as required for transporting of waste ACM to a disposal site.
- B. Contractor is responsible for obtaining any demolition, building, renovation or other permits, and for paying

application fees, if any, where required by State or Local jurisdictions.

#### **1.6 LICENSES:**

- A. Licenses:** Maintain current licenses as required by applicable state or local jurisdictions for the removal, transporting, disposal or other regulated activity relative to the work of this contract.

#### **1.7 POSTING AND FILING OF REGULATIONS**

- A. Posting and Filing of Regulations:** Post all notices required by applicable federal, state and local regulations. Maintain two (2) copies of applicable federal, state and local regulations and standard. Maintain one copy of each at job site. Keep on file in Contractor's office one copy of each.

#### **1.8 SUBMITTALS:**

- A. Before Start of Work:** Submit the following to the Designer for review.
  - 1. **Permits, Licenses, and Certificates:** For the Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, and similar documents, correspondence and records established in conjunction with compliance with standards and regulations bearing upon performance of the Work including:
    - a. **State and Local Regulations:** Submit copies of codes and regulations applicable to the work.
  - 2. **Notices:** Submit notices required by federal, state and local regulations together with proof of timely transmittal to agency requiring the notice.
  - 3. **Permits:** Submit copies of current valid permits required by state and local regulations.
  - 4. **Licenses:** Submit copies of all State and local licenses and permits necessary to carry out the work of this contract.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION - 01098



## SECTION 01301 - SUBMITTALS - ASBESTOS ABATEMENT

### PART

#### 1 - GENERAL

##### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

##### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for submittals required for performance of the Work, including the following:

- 1. Submittal schedule.
- 2. Product Data.

- B. Administrative Submittals: Refer to other Division 1 Sections and other Contract Documents for requirements for administrative submittals. Such submittals include, but are not limited to, the following:

- 1. Permits
- 2. Applications for payment
- 3. Performance and payment bonds
- 4. Insurance certificates
- 5. List of Subcontractors

##### C. RELATED SECTIONS

- 1. The following Sections contain requirements that relate to this Section:
  - a. Division 1 Section "Applications for Payment - Asbestos Abatement" specifies requirements for submittal of the Schedule of Values.
  - b. Division 1 Section "Coordination" specifies requirements governing submittal and distribution of meeting and conference minutes.
  - c. Division 1 Section "Project Closeout-Asbestos Abatement" specifies requirements for submittal of Project Record Documents and warranties at project closeout.

### 1.3 SUBMITTAL PROCEDURES

- A. Coordination:** Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.
1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
  2. Coordinate transmittal of different types of submittals for related elements of the Work so processing will not be delayed by the need to review submittals concurrently for coordination.
    - a. The Designer reserves the right to withhold action on a submittal requiring coordination with other submittals until all related submittals are received.
- B. Processing:** To avoid the need to delay installation as a result of the time required to process submittals, allow sufficient time for submittal review, including time for resubmittals.
1. Place a permanent label or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block.

### 1.4 SUBMITTAL SCHEDULE

- A. Listing:** At the end of this section is a listing of the principal submittals required for the work. This listing is not necessarily complete, nor does the listing reflect the significance of each submittal requirement. The listing is included only for the convenience of users of the Contract Documents.
1. Coordinate Submittal Schedule with the list of subcontracts, Schedule of Values, and the list of products as well as the Contractor's Construction Schedule.
- B. Schedule Updating:** Revise the schedule after each meeting or activity where revisions have been recognized or made. Issue the

updated schedule concurrently with the report of each meeting.1  
forms.

**1.5 MISCELLANEOUS SUBMITTALS:**

- A. Material Safety Data Sheets:** Process material safety data sheets as "product data." These are submitted for information purposes only.
- B. Closeout Submittals:** Refer to section "Project Closeout" and to individual sections of these specifications for specific submittal requirements of project closeout information.

**PART 2 - PRODUCTS** (Not Applicable)

**PART 3 - EXECUTION** (Not Applicable)

**END OF SECTION 01301**

## SECTION 01503 - TEMPORARY FACILITIES - ASBESTOS ABATEMENT

### PART

#### 1 - GENERAL

##### 1.1 RELATED DOCUMENTS:

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

##### 1.2 SUMMARY

- A. This Section includes requirements for construction facilities and temporary controls, including temporary utilities, support facilities, and security and protection.
- B. Utilities:
  - 1. Water service and distribution.
  - 2. Temporary electric power and light.
- C. Security and protection facilities include, but are not limited to, the following:
  - 1. Temporary fire protection.
  - 2. Barricades, warning signs, and lights.

##### 1.3 DESCRIPTION OF REQUIREMENTS:

- A. General: Provide temporary connection to existing building utilities or provide temporary facilities as required herein or as necessary to carry out the work.

##### 1.4 QUALITY ASSURANCE

- A. Regulations: Comply with industry standards and applicable laws and regulations of authorities having jurisdiction including, but not limited to, the following:
  - 1. Building code requirements.
  - 2. Health and safety regulations.
  - 3. Utility company regulations.
  - 4. Police, fire department, and rescue squad rules.

5. Environmental protection regulations.

- B. **Standards:** Comply with NFPA 241 "Standard for Safeguarding Construction, Alterations, and Demolition Operations," ANSI A10 Series standards for "Safety Requirements for Construction and Demolition," and NECA Electrical Design Library "Temporary Electrical Facilities."
- C. **Electrical Service:** Comply with NEMA, NECA, and UL standards and regulations for temporary electric service. Install service in compliance with NFPA 70 "National Electric Code."

## 1.5 PROJECT CONDITIONS

- A. **Conditions of Use:** Keep temporary services and facilities clean and neat in appearance. Operate in a safe and efficient manner. Relocate temporary services and facilities as the Work progresses. Do not overload facilities or permit them to interfere with progress. Take necessary fire-prevention measures. Do not allow hazardous, dangerous, or unsanitary conditions, or public nuisances to develop or persist on-site.

## PART 2 - PRODUCTS

### 2.1 MATERIALS AND EQUIPMENT

- A. **General:** Provide new materials and equipment. If acceptable to the Designer, the Contractor may use undamaged, previously used materials and equipment in serviceable condition. Provide materials and equipment suitable for use intended.
- B. **Scaffolding:** Provide scaffolding, ladders and/or staging, etc. as necessary to accomplish the work of this contract. Scaffolding may be of suspension type or standing type such as metal tube and coupler, tubular welded frame, pole or outrigger type or cantilever type. The type, erection and use of scaffolding shall comply with applicable OSHA provisions.
  - 1. Equip rungs of metal ladders, etc. with an abrasive non-slip surface.
  - 2. Provide a nonskid surface on scaffold surfaces subject to foot traffic.

## 2.2 WATER SERVICE

- A. Temporary Water Service Connection:** Connections to the Owner's water system shall include backflow protection. Valves shall be temperature and pressure rated for operation of the temperatures and pressures encountered. After completion of use, connections and fittings shall be removed without damage or alteration to existing water piping and equipment. Leaking or dripping valves shall be piped to the nearest drain or located over an existing sink or grade where water will not damage existing finishes or equipment. Provide separate hoses and/or pumps for shower water and amended water, without the possibility of cross connection.
- B. Water Hoses:** Provide, heavy-duty, abrasion-resistant, flexible hoses in diameters and lengths necessary to adequately serve temporary facilities, and with a pressure rating greater than the maximum pressure of the water distribution system. Provide adjustable shutoff nozzles at hose discharge.
1. Provide water into each work area and to each Decontamination Unit. Provide fittings as required to allow for connection to existing wall hydrants or spouts, as well as temporary water heating equipment, branch piping, showers, shut-off nozzles and equipment.
- C. Hot Water Heater:** Provide UL rated minimum 40 gallon (150 liters) electric hot water heater to supply hot water for the Decontamination Unit shower. Activate from 30 amp circuit breaker located within the Decontamination Unit subpanel. Provide with relief valve compatible with water heater operation; pipe relief valve down to drip pan on floor with type L copper. Drip pans shall consist of a 12" X 12" X 6" (30 cm. X 30 cm. X 15 cm) deep pan, made of 19 gauge galvanized steel, with handles. A 3-quart (3 liter) kitchen saucepan may be substituted for this purpose. Drip pan shall be securely fastened to the hot water heater with bailing wire or similar material. Wiring of the hot water heater shall be in compliance with NEMA, NECA, and UL standards.
- D. Hot Water:** may be secured from the building hot water system, provided backflow protection is installed at point of connection as described in this section under Temporary Water Service connection, and if authorized in writing by the Designer.

## **2.3 ELECTRICAL SERVICE:**

- A. General:** Comply with applicable NEMA, NECA and UL standards and governing regulations for materials and layout of temporary electric service.
- B. Temporary Power:** Provide service to Decontamination Unit subpanel with minimum 60 amp, 2 pole circuit breaker or fused disconnect connected to the buildings main distribution panel. Subpanel and disconnect shall be sized and equipped to accommodate electrical equipment required for completion of the work.
  - 1. Connection to the building's main distribution panel is to be made by a licensed electrician
- C. Voltage Differences:** Provide identification warning signs at power outlets which are other than 110-120 volt power. Provide polarized outlets for plug-in type outlets, to prevent insertion of 110-120 volt plugs into higher voltage outlets. Dry type transformers shall be provided where required to provide voltages necessary for work operations.
- D. Electrical Outlets:** Provide properly configured, NEMA-polarized outlets to prevent insertion of 110- to 120-Volt plugs into higher voltage outlets. Provide receptacle outlets equipped with ground-fault circuit interrupters (GFCI), reset button, and pilot light for connection of power tools and equipment.
  - 1. Locate GFCI's exterior to Work Area so that circuits are protected prior to entry to Work Area. Provide circuit breaker type ground fault circuit interrupters (GFCI) equipped with test button and reset switch for circuits to be used for any purpose in work area, decontamination units, exterior, or as otherwise required by national electrical code, OSHA or other authority. Locate in panel exterior to Work Area.
- E. Electrical Power Cords:** Provide grounded extension cords. Use hard-service cords where exposed to abrasion and traffic. Provide waterproof connectors to connect separate lengths of electric cords if single lengths will not reach areas where construction activities are in progress. Do not exceed safe length-voltage ratio.

- F. Lamps and Light Fixtures:** Provide general service incandescent lamps or fluorescent lamps of wattage indicated or required for adequate illumination as required by the work or this section. Protect lamps with guard cages or tempered glass enclosures, where fixtures are exposed to breakage by construction operations. Provide vapor tight fixtures in work area and decontamination units. Provide exterior fixtures where fixtures are exposed to the weather or moisture.

## **2.4 TEMPORARY STRUCTURES**

- A. Temporary Toilet Units:** Provide self-contained, single-occupant toilet units of the chemical, aerated recirculation, or combustion type. Provide units properly vented and fully enclosed with a glass-fiber-reinforced polyester shell or similar nonabsorbent material.

## **2.5 FIRST AID**

- A. First Aid Supplies:** Comply with governing regulations and recognized recommendations within the construction industry.

## **2.6 FIRE EXTINGUISHERS:**

- A. Fire Extinguishers:** Provide hand-carried, portable, UL-rated, Class A fire extinguishers for temporary offices and similar spaces. In other locations, provide hand-carried, portable, UL-rated, Class ABC, dry-chemical extinguishers or a combination of extinguishers of NFPA-recommended classes for the exposures.
- B. Comply with NFPA 10 and NFPA 241** for classification, extinguishing agent, and size required by location and class of fire exposure.

## **PART 3 - EXECUTION**

### **3.1 INSTALLATION, GENERAL**

- A. General:** Use qualified personnel for installation of temporary facilities. Locate facilities where they will serve the Project adequately and result in minimum interference with



performance of the Work. Relocate and modify facilities as required.

- B. **Provide** each facility ready for use when needed to avoid delay. Maintain and modify as required. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.
- C. **Require** that personnel accomplishing this work be licensed as required by local authority for the work performed.
- D. **Relocate**, modify and extend services and facilities as required during the course of work so as to accommodate the entire work of the project.

### 3.2 SCAFFOLDING:

- A. **Clean** as necessary debris from non-slip surfaces.
- B. **At the completion of abatement work** clean construction aids within the work area.

### 3.3 TEMPORARY UTILITY INSTALLATION

- A. **General:** Engage the appropriate local utility company to install temporary service or connect to existing service. Where company provides only part of the service, provide the remainder with matching, compatible materials and equipment. Comply with company recommendations.
  - 1. Arrange with company and existing users for a time when service can be interrupted, if necessary, to make connections for temporary services.
  - 2. Provide adequate capacity at each stage of construction. Prior to temporary utility availability, provide trucked-in services.
  - 3. **Use Charges:** Cost or use charges for temporary facilities are not chargeable to the Owner or Designer. Neither the Owner nor Designer will accept cost or use charges as a basis of claims for Change Orders.
- B. **Water Service:**

1. Water connection (without charge) to Owner's existing potable water system is limited to one 3/4" (19 mm ) pipe-size connection, and a maximum flow of 10 g.p.m. (38 liters / minute) each to hot and cold water supply. Install using vacuum breakers or other backflow preventer as required by local authority. Hot water shall be supplied at a minimum temperature of 100 degrees F (35 degrees C). Supply hot and cold water to the Decontamination Unit in accordance with Section 01563.
  - a. Maintain hose connections and outlet valves in leakproof condition. Where finish work below an outlet might be damaged by spillage or leakage, provide a drip pan of suitable size to minimize the possibility of water damage. Drain water promptly from pans as it accumulates.
2. Sterilization: Sterilize temporary water piping prior to use.

**C. Electrical Service:**

1. Lock out: Lock out all existing power to or through the work area as described below. Unless specifically noted otherwise existing power and lighting circuits to the Work Area are not to be used. All power and lighting to the Work Area and Decontamination facilities are to be provided from temporary electrical panel described below.
  - a. Comply with requirements to OSHA 29 CFR 1910.147 the control of hazardous energy lock out/tag out.
  - b. Lock out power to Work Area by switching off breakers serving power or lighting circuits in work area. Tagout breakers with notation "DANGER circuit being worked on". Lock panel and have all keys under control of authorized person who has locked pane.
  - c. Lock out power to circuits running through Work Area wherever possible by switching off and locking all breakers serving these circuits. Tag out breakers with notation "DANGER circuit being worked on". Sign and date danger tag. Lock panel and supply keys to authorized person who has applied locks. If circuits cannot be shut down for any reason, label at intervals of 4-feet" (1.25 meter) on center with signs reading,

"DANGER live electric circuit. Electrocution hazard."

All asbestos abatement work in the vicinity of the live circuit is to be performed dry. All necessary notifications and procedures for dry removal are to be followed.

- d. Lock out power to electrical equipment located in the work area, and to any fans or other equipment that is going to be worked on.
2. Temporary Electrical Panel: Provide temporary electrical panel sized and equipped to accommodate electrical equipment and lighting required by the work. Connect temporary panel to existing building electrical system. Protect with circuit breaker or fused disconnect. Locate temporary panel as directed by Owner or Designer. Panel is to be installed by a licensed electrician.
  3. Power Distribution System: Install wiring overhead and rise vertically where least exposed to damage. Where permitted, wiring circuits not exceeding 125 Volts, ac 20 Ampere rating, and lighting circuits may be nonmetallic sheathed cable where overhead and exposed for surveillance.
  4. Circuit Protection: Protect each circuit with a ground fault circuit interrupter (GFCI) of proper size located in the temporary panel. Do not use outlet type GFCI devices.
  5. Temporary Wiring: in the Work Area shall be type UF non-metallic sheathed cable located overhead and exposed for surveillance. Do not wire temporary lighting with plain, exposed (insulated) electrical conductors. Provide liquid tight enclosures or boxes for wiring devices.
  6. Number of Branch Circuits: Provide sufficient branch circuits as required by the work. Branch circuits are to originate at temporary electrical panel. At minimum provide the following:
    - a. For power tools and task lighting, provide one temporary 4-gang outlet in the following locations. Provide a separate 110-120 Volt, 20 Amp circuit for each 4-gang outlet (4 outlets per circuit).
    - b. One outlet in the work area for each 2500 square feet (225 square meters ) of work area

- c. One outlet at each decontamination unit, located in equipment room
- 7. 110-120 volt 20 amp branch circuits with 4-gang outlet for Owner's exclusive use while conducting visual inspection and air sampling during the work as follows:
  - a. One in each work area
  - b. One at clean side of each Decontamination Unit.
  - c. One at each exhaust location for HEPA filtered fan units

**D. Temporary Lighting:**

- 1. Lock out: Lock out existing power to lighting circuits in Work Area as described in section 01526 Temporary Enclosures. Unless specifically noted otherwise existing lighting circuits to the Work Area are not to be used. All lighting to the Work Area and Decontamination facilities is to be provided from temporary electrical panel described above.
- 2. Provide the following or equivalent where natural lighting or existing building lighting does not meet the required light level:
  - a. One 200-watt incandescent lamp per 1000 square feet (92.9 square meters) of floor area, uniformly distributed, for general construction lighting, or equivalent illumination of a similar nature. In corridors and similar traffic areas provide one 100-watt incandescent lamp every 50 feet (15.2 meters). At ladder runs, provide one lamp minimum per story, located to illuminate each landing and flight. Provide sufficient temporary lighting to ensure proper workmanship everywhere; by combined use of daylight, general lighting, and portable plug-in task lighting.
  - b. Provide lighting in areas where work is being preformed as required to supply a 100 foot candle (1,076 lumens/sq meter) minimum light level.

- c. Provide lighting in any area being subjected to a visual inspection as required to supply a 100 foot candle (1,076 lumens/sq meter) minimum light level.
  - d. Provide lighting in the Decontamination Unit as required to supply a 50 foot candle (538 lumens/sq meter) minimum light level.
- 3. Number of Lighting Circuits: Provide sufficient lighting circuits as required by the work. Lighting circuits are to originate at temporary electrical panel.
  - 4. Circuit Protection: Protect each circuit with a ground fault circuit interrupter (GFCI) of proper size located in the temporary panel.

**E. Sanitary Facilities:**

- 1. Sanitary facilities include temporary toilets, wash facilities, and drinking-water fixtures. Comply with regulations and health codes for the type, number, location, operation, and maintenance of fixtures and facilities. Install where facilities will best serve the Project's needs.
  - a. Provide toilet tissue, paper towels, paper cups, and similar disposable materials for each facility.
- 2. Toilets: If outdoor self-contained toilet units are not available, install self-contained toilet units. Shield toilets to ensure privacy. Use of pit-type privies will not be permitted.
- 3. Sewers and Drainage: If sewers are available, provide temporary connections to remove effluent that can be discharged lawfully. If sewers are not available or cannot be used, provide drainage ditches, dry wells, stabilization ponds, and similar facilities. If neither sewers nor drainage facilities can be lawfully used for discharge of effluent, provide containers to remove and dispose of effluent off-site in a lawful manner.

**3.4 FIRE PROTECTION FACILITIES INSTALLATION**

- A. Except for use of permanent fire protection as soon as available, do not change over from use of temporary security

and protection facilities to permanent facilities until Substantial Completion, or longer, as requested by the Designer.

**B. Temporary Fire Protection:** Until fire-protection needs are supplied by permanent facilities, install and maintain temporary fire-protection facilities of the types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 10 "Standard for Portable Fire Extinguishers" and NFPA 241 "Standard for Safeguarding Construction, Alterations, and Demolition Operations."

1. Locate fire extinguishers where convenient and effective for their intended purpose.
2. Store combustible materials in containers in fire-safe locations.
3. Maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire-protection facilities, stairways, and other access routes for fighting fires.
4. Prohibit smoking within any building, structure, other enclosures or in hazardous fire-exposure areas.

**C. Permanent Fire Protection:** At the earliest feasible date in each area of the Project, complete installation of the permanent fire-protection facility, including connected services, and place into operation and use. Instruct key personnel on use of facilities.

**D. Environmental Protection:** Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations, and minimize the possibility that air, waterways, and subsoil might be contaminated or polluted or that other undesirable effects might result. Avoid use of tools and equipment that produce harmful noise. Restrict use of noise-making tools and equipment to hours that will minimize complaints from persons or firms near the site.

### 3.5 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision:** Enforce strict discipline in use of temporary facilities. Limit availability of temporary facilities to essential and intended uses to minimize waste and abuse.
- B. Maintenance:** Maintain facilities in good operating condition until removal. Protect from damage by freezing temperatures and similar elements.
- C. Termination and Removal:** Unless the Designer requests that it be maintained longer, remove each temporary facility when the need has ended, when replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with the temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
  - 1. Materials and facilities that constitute temporary facilities are the Contractor's property.
  - 2. At Substantial Completion, clean and renovate permanent facilities used during the construction period.

END OF SECTION 01503

## SECTION 01513 - TEMPORARY PRESSURE DIFFERENTIAL AND AIR CIRCULATION SYSTEM

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS:

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to work of this section.

#### 1.2 MONITORING

- A. **Continuously monitor** and record the pressure differential between the Work Area and the building outside of the Work Area with a monitoring device incorporating a continuous recorder (e.g. strip chart).

#### 1.3 QUALITY ASSURANCE:

- A. **Monitor pressure differential** at Personnel and Equipment Decontamination Units with a differential pressure meter equipped with a continuous recorder. Meter shall be equipped with a warning buzzer which will sound if pressure differential drops below 0.02 inch of water.

### PART 2 - PRODUCTS

#### 2.1 HEPA FILTERED FAN UNITS:

- A. **General:** Supply the required number of HEPA filtered fan units to the site in accordance with these specifications. Use units that meet the following requirements.
- B. **Cabinet:** Constructed of durable materials able to withstand damage from rough handling and transportation. The width of the cabinet should be less than 30 inches [ 0.76 meters ] to fit through standard-size doorways. Provide units whose cabinets are:
  - 1. Factory-sealed to prevent asbestos-containing dust from being released during use, transport, or maintenance
  - 2. Arranged to provide access to and replacement of all air filters from intake end



3. Mounted on casters or wheels
- C. **Fans:** Rate capacity of fan according to usable air-moving capacity under actual operating conditions.
- D. **HEPA Filters:** Provide units whose final filter is the HEPA type with the filter media (folded into closely pleated panels) completely sealed on all edges with a structurally rigid frame.
1. Provide units with a continuous rubber gasket located between the filter and the filter housing to form a tight seal.
  2. Provide HEPA filters that are individually tested and certified by the manufacturer to have an efficiency of not less than 99.97 percent when challenged with 0.3 um dioctylphthalate (DOP) particles when tested in accordance with Military Standard Number 282 and Army Instruction Manual 136-300-175A. Provide filters that bear a UL586 label to indicate ability to perform under specified conditions.
  3. Provide filters that are marked with: the name of the manufacturer, serial number, air flow rating, efficiency and resistance, and the direction of test air flow.
  4. Pre-filters, which protect the final filter by removing the larger particles, are required to prolong the operating life of the HEPA filter. Two stages of pre-filtration are required. Provide units with the following pre-filters:
    - a. First-stage pre-filter: low-efficiency type (e.g., for particles 100 um and larger)
    - b. Second-stage (or intermediate) filter: medium efficiency (eg., effective for particles down to 5 um)
    - c. Provide units with pre-filters and intermediate filters installed either on or in the intake grid of the unit and held in place with special housings or clamps.
- E. **Instrumentation:** Provide units equipped with:
1. Magnehelic gauge or manometer to measure the pressure drop across filters and indicate when filters have become loaded and need to be changed
  2. A table indicating the usable air-handling capacity for various static pressure readings on the Magnehelic gauge affixed near the gauge for reference, or the Magnehelic reading indicating at what point the filters should be changed, noting Cubic Feet per Minute (CFM) (Liters / Second (LPS)) air delivery at that point

3. Elapsed time meter to show the total accumulated hours of operation

**F. Safety and Warning Devices:** Provide units with the following safety and warning devices:

1. Electrical (or mechanical) lockout to prevent fan from operating without a HEPA filter
2. Automatic shutdown system to stop fan in the event of a rupture in the HEPA filter or blocked air discharge
3. Warning lights to indicate normal operation (green), too high a pressure drop across the filters (i.e., filter overloading) (yellow), and too low of a pressure drop (i.e., rupture in HEPA filter or obstructed discharge) (red)
4. Audible alarm if unit shuts down due to operation of safety systems

**G. Electrical components:** Provide units with electrical components approved by the National Electrical Manufacturers Association (NEMA) and Underwriter's Laboratories (UL). Each unit is to be equipped with overload protection sized for the equipment. The motor, fan, fan housing, and cabinet are to be grounded.

**H. Manufacturer:** Subject to compliance with requirements, provide products of the following:

1. **HEPA filtered Fan Units:** The following machines are standard 2000 CFM machines used in typical asbestos abatement jobs.

Aerospace America, Inc.                      "Aero-Clean 2000"  
900 Truman Parkway  
P.O. Box 189  
Bay City, Michigan 48707  
(517) 684-2121

Abatement Technologies                      "HEPA-AIRE 1990 and HEPA-AIRE 2000"  
3305 Breckinridge Blvd. #118  
Deluth, GA 30136  
(800) 634-9091 or (404) 925-2761

Global Consumer Services, Inc.  
4615-1U E. Industrial St.  
Sims Valley, CA 93063  
(805) 579-0230

M-Tec Corp.                                      Micro-Trap

1300 W. Steel Rd.  
Unit #2  
Morrisville, PA 19067  
(215) 295-8208

Alumina II

2. **Large Capacity:** The following are large capacity 5000-6000 CFM machines used on large asbestos abatement jobs.

Abatement Technologies  
3305 Breckinridge Blvd. #118  
Deluth, GA 30136  
(800) 634-9091 or (404) 925-2761

"HEPA-AIRE 5000"  
model H5000C

3. **Hazardous Locations:** The following are pneumatically powered machines for use in asbestos abatement jobs in hazardous locations where electric motors are prohibited.

Abatement Technologies  
3305 Breckinridge Blvd. #118  
Deluth, GA 30136  
(800) 634-9091 or (404) 925-2761

"HEPA-AIRE PNEUMATIC"  
model H2000P

### PART 3 - EXECUTION

#### 3.1 PRESSURE DIFFERENTIAL ISOLATION

- A. **Isolate the Work Area** from all adjacent areas or systems of the building with a Pressure Differential that will cause a movement of air from outside to inside at any breach in the physical isolation of the Work Area.
- B. **Relative Pressure in Work Area:** Continuously maintain the work area at an air pressure that is lower than that in any surrounding space in the building, or at any location in the immediate proximity outside of the building envelope. This pressure differential when measured across any physical or critical barrier must equal or exceed a static pressure of:
1. 0.02 inches of water.
- C. **Accomplish the pressure differential by exhausting** a sufficient number of HEPA filtered fan units from the work area. The number of units required will depend on machine characteristics, the seal at barriers, and required air circulation. The number of units will increase with increased make-up air or leaks into the Work Area. Determine the number

of units required for pressure isolation by the following procedure:

1. Establish required air circulation in the work area, personnel and equipment decontamination units.
2. Establish isolation by increased pressure in adjacent areas or as part of seals where required.
3. Exhaust a sufficient number of units from the work area to develop the required pressure differential.
4. The required number of units is the number determined above plus one additional unit.
5. Vent HEPA filtered fan units to outside of building unless authorized in writing by Designer.
6. Mount units to exhaust directly or through disposable ductwork.
7. Use only new ductwork except for sheet metal connections and elbows.
8. Use ductwork and fittings of same diameter or larger than discharge connection on fan unit.
9. Use inflatable, disposable plastic ductwork in lengths not greater than 100 feet (30 meters).
10. Use spiral wire-reinforced flex duct in lengths not greater than 50 feet (15 meters).
11. Arrange exhaust as required to inflate duct to a rigidity sufficient to prevent flapping.
12. If direction of discharge from fan unit is not aligned with duct use sheet metal elbow to change direction. Use six feet (2 meters) of spiral wire reinforced flex duct after direction change.

### **3.2 AIR CIRCULATION IN THE WORK AREA:**

- A. **Air Circulation:** For purposes of this section air circulation refers to either the introduction of outside air to the Work Area or the circulation and cleaning of air within the Work Area.
- B. **Air circulation in the Work Area** is a minimum requirement intended to help maintain airborne fiber counts at a level that does not significantly challenge the work area isolation measures. The Contractor may also use this air circulation as part of the engineering controls in the worker protection program.
- C. **Determining the Air circulation Requirements:** The air flow volume (cubic meters per minute) exhausted (removed) from the workplace must exceed the amount of makeup air supplied to the

enclosure. Provide a fully operational air circulation system supplying a minimum of the following air circulation rate:

1. 4 air changes per hour

D. Determine Number of Units needed to achieve required air circulation according to the following procedure:

1. Determine the volume in cubic feet of the work area by multiplying floor area by ceiling height. Determine total air circulation requirement in cubic feet per minute (CFM) for the work area by dividing this volume by 60 and multiplying by the air change rate.
2. Air Circulation Required in Cubic Feet of Air per Minute (CFM) =

$$\frac{\text{Volume of work area (cu. ft.)}}{60 \text{ (minutes per hour)}} \times \text{Number of air changes per hour}$$

3. Divide the air circulation requirement (CFM) (( LPS)) above by capacity of HEPA filtered fan unit(s) used. Capacity of a unit for purposes of this section is the capacity in cubic feet per minute (Liters/second) with fully loaded filters (pressure differential which causes loaded filter warning light to come on) in the machine's labeled operating characteristics.
4. Number of Units Needed =  
$$\frac{\text{Air circulation Requirement (CFM) ((LPS))}}{\text{Capacity of Unit with Loaded Filters (CFM) ((LPS))}}$$
5. Add one (1) additional unit as a backup in case of equipment failure or machine shutdown for filter changing.

### 3.3 EXHAUST SYSTEM:

A. **Pressure differential isolation and air circulation** and pressure differential in the Work Area are to be accomplished by an exhaust system as described below.

1. Exhaust all units from the Work Area to meet air circulation requirement of this section.
2. Location of HEPA Filtered Fan Units: Locate fan unit(s) so that makeup air enters work area primarily through decontamination facilities and traverses Work Area as much as possible. This may be accomplished by positioning the HEPA filtered fan unit(s) at a maximum distance from the worker access opening or other makeup air sources.

3. The end of the unit or its exhaust duct should be placed through an opening in the plastic barrier or wall covering. Seal plastic around the unit or duct with tape.
4. Vent to Outside of Building, unless authorized in writing by the Designer.
5. Air Handling Unit Exhaust: The exhaust plume from air handling units should be located away from adjacent personnel and intakes for HVAC systems.
6. Decontamination Units: Arrange Work Area and decontamination units so that the majority of make up air comes through the Decontamination Units. Use only personnel or equipment Decontamination Unit at any time and seal the other so that make up air passes through unit in use.
7. Supplemental Makeup Air Inlets: Provide where required for proper air flow through the Work Area in location approved by the Designer by making openings in the plastic sheeting that allow air from outside the building into the Work Area. Locate auxiliary makeup air inlets as far as possible from the fan unit(s) (e.g., on an opposite wall), off the floor (preferably near the ceiling), and away from barriers that separate the Work Area from occupied clean areas. Cover with flaps to reseal automatically if the pressure differential system should shut down for any reason. Spray flap and around opening with spray adhesive so that if flap closes meeting surfaces are both covered with adhesive. Use adhesive that forms contact bond when dry.

### **3.4 AIR CIRCULATION IN DECONTAMINATION UNITS:**

- A. **Pressure Differential Isolation:** Continuously maintain the pressure differential required for the work area in the:
  1. Personnel Decontamination Unit: across the Shower Room with the Equipment Room at a lower pressure than the Clean room.
  2. Equipment Decontamination Unit: Across the Holding Room with the Wash Room at a lower pressure than the Clean Room.
- B. **Air Circulation:** Continuously maintain air circulation in Decontamination Units at same level as required for Work Area.
- C. **Air Movement:** Arrange air circulation through the Personnel Decontamination Unit so that it produces a movement of air from

the Clean Room through the Shower Room into the Equipment Room.

At each opening, the air flow velocity must be sufficient to provide visible indications of air movement into the work area.

The velocity of air flow within the enclosure must be adequate to remove airborne contamination from each worker's breathing zone without disturbing the asbestos-containing material on surfaces.

### **3.5 USE OF THE PRESSURE DIFFERENTIAL AND AIR CIRCULATION SYSTEM:**

- A. General:** Each unit shall be serviced by a dedicated minimum 115V-20A circuit with ground fault circuit interrupter (GFCI) supplied from temporary power supply installed under requirements of Section 01503 "Temporary Facilities." Do not use existing branch circuits to power fan units.
- B. Air Flow Tests:** Air flow patterns will be checked before removal operations begin, at least once per operating shift and any time there is a question regarding the integrity of the enclosure. The primary test for air flow is to trace air currents with smoke tubes or other visual methods. Flow checks are made at each opening and at each doorway to demonstrate that air is being drawn into the enclosure and at each worker's position to show that air is being drawn away from the workers location and toward the HEPA filtration unit.
- C. Demonstrate Condition of Equipment** for each HEPA filtered fan unit and pressure differential monitoring equipment including proper operation of the following:
  - 1. Squareness of HEPA Filter
  - 2. Condition of Seals
  - 3. Proper operation of all lights
  - 4. Proper operation of automatic shut down if exhaust is blocked
  - 5. Proper operation of alarms
  - 6. Proper operation of Magnehelic gauge
  - 7. Proper operation and calibration on pressure monitoring equipment
- D. Demonstrate Operation** of the pressure differential system to the Designer will include, but not be limited to, the following:
  - 1. Plastic barriers and sheeting move lightly in toward Work Area,
  - 2. Curtain of decontamination units move lightly in toward Work Area,

3. There is a noticeable movement of air through the Decontamination Unit.
4. Use smoke tube to demonstrate air movement from Clean Room through Shower Room to Equipment Room.
5. Use smoke tubes to demonstrate a definite motion of air across all areas in which work is to be performed.
6. Use a differential pressure meter or manometer to demonstrate the required pressure differential at every barrier separating the Work Area from the balance of the building, equipment, ductwork or outside.
7. Modify the Pressure Differential System as necessary to demonstrate successfully the above.

**E. Use of System During Abatement Operations:**

1. Start fan units before beginning work (before any asbestos-containing material is disturbed). After abatement work has begun, run units continuously to maintain a constant pressure differential and air circulation until decontamination of the work area is complete. Do not turn off units at the end of the work shift or when abatement operations temporarily stop.
2. Monitoring Pressure Within the Enclosure: After the initial air flow patterns have been checked, the static pressure must be monitored within the enclosure. Monitoring may be made using manometers, pressure gauges, or combinations of these devices. It is recommended that they be attached to alarms and strip chart recorders
3. Do not shut down air pressure differential system during encapsulating procedures, unless authorized by the Designer in writing. Supply sufficient pre-filters to allow frequent changes.
4. Start abatement work at a location farthest from the fan units and proceed toward them. If an electric power failure occurs, immediately stop all abatement work and do not resume until power is restored and fan units are operating again.
5. Corrective Actions: If the manometers or pressure gauges demonstrate a reduction in pressure differential below the required level, work should cease and the reason for the change investigated and appropriate changes made. The air flow patterns should be retested before work begins again.
6. At completion of abatement work, allow fan units to run as specified under section 01711, to remove airborne fibers that may have been generated during abatement work and cleanup and to purge the Work Area with clean makeup air. The units may be required to run for a longer time after



decontamination, if dry or only partially wetted asbestos material was encountered during any abatement work.

**F. Dismantling the System:**

1. When a final inspection and the results of final air tests indicate that the area has been decontaminated, fan units may be removed from the Work Area. Before removal from the Work Area, remove and properly dispose of pre-filter, decontaminate exterior of machine and seal intake to the machine with 6 mil (0.15 mm) polyethylene to prevent environmental contamination from the filters.

END OF SECTION - 01513

## SECTION 01526 - TEMPORARY ENCLOSURES

### PART

#### 1 - GENERAL

##### 1.1 RELATED DOCUMENTS:

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to work of this section.

##### 1.2 SUBMITTALS:

- A. Before Start of Work submit the following.
  - 1. Material Safety Data Sheet: Submit Material Safety Data Sheets, or equivalent, in accordance with the OSHA Hazard Communication Standard (29 CFR 1910.1200) for the following:
    - a. Spray Cement.

#### PART 2 - PRODUCTS

##### 2.1 SHEET PLASTIC:

- A. Polyethylene Sheet: A single polyethylene film in the largest sheet size possible to minimize seams, 6.0 mil (0.15 mm) thick, clear, frosted, or black as indicated.

##### 2.2 MISCELLANEOUS MATERIALS:

- A. Duct Tape: Provide duct tape in 2 inch or 3 inch (50 mm or 75 mm) widths as indicated, with an adhesive which is formulated to stick aggressively to sheet polyethylene.
- B. Spray Cement: Provide spray adhesive in aerosol cans which is specifically formulated to stick tenaciously to sheet polyethylene.

#### PART 3 - EXECUTION

##### 3.1 SEQUENCE OF WORK:

- A. Carry out work of this section sequentially.** Complete each of the following activities in accordance with requirements before proceeding to the next.
1. Provide emergency exits and emergency lighting.
  2. Control access
  3. Provide respiratory and worker protection.
  4. Provide Critical Barriers.
  5. Prepare Area.
  6. Provide Primary Barriers.
  7. Provide Isolation Areas as required.
  8. Provide Secondary Barrier.

### **3.2 GENERAL:**

- A. Work Area:** the location where asbestos abatement work occurs. The Work Area is a variable of the extent of work of the Contract. It may be a portion of a room, a single room, or a complex of rooms. A "Work Area" is considered contaminated during the work, and must be isolated from the balance of the building, and decontaminated at the completion of the asbestos control work.
- B. Completely isolate the Work Area** from other parts of the building so as to prevent asbestos-containing dust or debris from passing beyond the isolated area. Should the area beyond the Work Area(s) become contaminated with asbestos-containing dust or debris as a consequence of the work, clean those areas in accordance with the procedures indicated in Section 01711. Perform all such required cleaning or decontamination at no additional cost to owner.
- C.** Construct enclosures to provide an air-tight seal around ducts and openings into existing ventilation systems and around penetrations for electrical conduits, telephone wires, water lines, drain pipes, etc. Construct enclosures to be both airtight and watertight except for those openings designed to provide entry and/or air flow control.
- D. Size:** Construct enclosure with sufficient volume to encompass all of the working surfaces yet allow unencumbered movement by the worker(s), provide unrestricted air flow past the worker(s), and ensure walking surfaces can be kept free of tripping hazards.
- E. Shape:** The enclosure may be any shape that optimizes the flow of ventilation air past the worker(s).

- F. Structural Integrity:** The walls, ceilings and floors must be supported in such a manner that portions of the enclosure will not fall down during normal use.
- G. Barrier Supports:** Provide frames as necessary to support all unsupported spans of sheeting.
- H. Place all tools,** scaffolding, staging, etc. necessary for the work in the area to be isolated prior to completion of Work Area isolation.
- I. Areas Within an Enclosure:** Each enclosure consists of a work area, a decontamination area, and waste storage area. The work area where the asbestos removal operations occur are to be separated from both the waste storage area and the contamination control area by physical curtains, doors, and/or airflow patterns that force any airborne contamination back into the work area.
- J. Removing Mobile Objects:** Clean movable objects and remove them from the work area before an enclosure is constructed unless moving the objects creates a hazard. Mobile objects will be assumed to be asbestos contaminated and are to be either cleaned with amended water and a HEPA vacuum and then removed from the area or wrapped and then disposed of as asbestos-contaminated waste.
- K. Disabling HVAC Systems:** The power to the heating, ventilation, and air conditioning systems that service the regulated area must be deactivated and locked out. All ducts, grills, access ports, windows and vents must be sealed off with two layers of plastic to prevent entrainment of contaminated air.
- L. Lockout power to Work Area** by switching off all breakers serving power or lighting circuits in work area. A lock and tag shall be placed on each breaker used to de-energize circuits and equipment with notation "DANGER circuit being worked on". Lock panel and have all keys under control of authorized person who has applied the locks.
- M. Lockout power** to circuits running through work area wherever possible by switching off all breakers or removing fuses serving these circuits. Label breakers with tape over breaker with notation "DANGER circuit being worked on". Lock panel and have all keys under control of authorized person who applied

locks. If circuits cannot be shut down for any reason, label at intervals 4 feet (1.22 m) on center with signs reading, "DANGER live electric circuit. Electrocution hazard." Label circuits in hidden locations but which may be affected by the work in a similar manner.

- N. Inspection Windows:** Install inspection windows in locations shown on the plans or as directed by the Designer. Each inspection window is to have a 24 inch X 24 inch (610 X 610 mm) viewing area fabricated from 1/4 inch (6.35 mm) acrylic or polycarbonate sheet. Install window with top at 6 feet-6 inches (1.98 m) above floor height in a manner that provides unobstructed vision from outside to inside of the Work Area. Protect window from damage from scratching, dirt or any coatings used during the work. A sufficient number of windows are to be installed to provide observation of all portions of the Work Area that can be made visible from adjacent areas. Inspection windows that open into uncontrolled area are to be covered with a removable plywood hatch secured by lock and key. Provide keys to Designer for all such locks.

### **3.3 EMERGENCY EXITS:**

- A. Provide emergency exits and emergency lighting** as set forth below:
1. Emergency Exits: At each existing exit door from the Work Area provide the following means for emergency exiting:
  2. Arrange exit door so that it is secure from outside the Work area but permits exiting from the Work Area.
  3. Mark outline of door on Primary and Critical Barriers with luminescent paint at least 1 inch (25.4 mm) wide. Hang a razor knife on a string beside outline. Arrange Critical and Primary barriers so that they can be easily cut with one pass of razor knife. Paint words "EMERGENCY EXIT" inside outline with luminescent paint in letters at least one foot high and 2 inches (50.8 mm ) wide.
  4. Provide lighted EXIT sign at each exit.
  5. Provide battery-operated emergency lighting that switches on automatically in the event of a power failure.

### **3.4 CONTROL ACCESS:**

- A. Isolate the Work Area** to prevent entry by building occupants into Work Area or surrounding controlled areas. Accomplish isolation by the following:

1. Submit to Designer a list of doors and other openings that must be secured to isolate Work Area. Include on list notation if door or opening is in an indicated exit route.
  2. After receiving authorization from the Owner lock all doors into Work Area, or, if doors cannot be locked, chain shut. Notify the local fire department of the list of doors/or other openings which must be chained or otherwise secured shut. Cover any signs that direct emergency exiting, either outside or inside of Work Area, to locked doors. Do not obstruct doors required for emergency exits from Work Area or from building.
- B. Visual Barrier:** Where the Work Area is immediately adjacent to or within view of occupied areas, provide a visual barrier of opaque polyethylene sheeting at least 6 mil (0.15 mm) in thickness so that the work procedures are not visible to building occupants. Where this visual barrier would block natural light, substitute frosted or woven rip-stop sheet plastic in locations approved by the Designer.
- C. Demarcation.** Demarcate the regulated area in any manner that minimizes the number of persons within the area and protects persons outside the area from exposure to airborne concentrations of asbestos. Where critical barriers or negative pressure enclosures are used, they may demarcate the regulated area.
- D. Access.** Limit access to regulated areas to authorized persons as defined by OSHA, and to the Owner, Designer, Project Administrator or a representative authorized by one of these entities.
- E. Provide Warning Signs** at each locked door leading to Work Area reading as follows:
1. Print text in both English and Spanish

Legend	Notation
KEEP OUT Gothic or Block	3 inch ( 77 mm) Sans Serif
BEYOND THIS POINT Gothic or Block	1 inch (25.4 mm) Sans Serif
ASBESTOS ABATEMENT WORK Gothic or Block	1 inch (25.4 mm) Sans Serif

IN PROGRESS	1 inch (25.4 mm) Sans Serif
Gothic or Block	
BREATHING ASBESTOS DUST MAY	
BE HAZARDOUS TO YOUR HEALTH	14 Point Gothic

2. Provide Warning Signs at each locked door leading to Work Area reading as follows

Legend	Notation
KEEP OUT	3 inch (77 mm) Sans Serif Gothic or Block
CONSTRUCTION	1 inch (25.4 mm) Sans Serif Gothic or Block
WORK AREA	1 inch (25.4 mm) Sans Serif Gothic or Block
PROTECTIVE CLOTHING REQUIRED	14 Point Gothic
BEYOND THIS POINT	

3. Immediately inside door and outside critical barriers post an approximately 20 inch by 14 inch (508 mm X 356 mm) manufactured caution sign displaying the following legend with letter sizes and styles of a visibility required by 29 CFR 1926:

**Legend**  
DANGER  
ASBESTOS  
CANCER AND LUNG DISEASE HAZARD  
AUTHORIZED PERSONNEL ONLY  
RESPIRATORS AND PROTECTIVE CLOTHING ARE REQUIRED IN THIS AREA

4. Provide spacing between respective lines at least equal to the height of the respective upper line.

### 3.5 RESPIRATORY AND WORKER PROTECTION:

- A. **Before proceeding** beyond this point in providing Temporary Enclosures:
  1. Provide Worker Protection per Section 01560
  2. Provide Respiratory Protection per Section 01562
  3. Provide Personnel Decontamination Unit per Section 01563

### 3.6 CRITICAL BARRIERS:

- A. **Completely Separate** the Work Area from other portions of the building, and the outside by closing all openings with sheet

plastic barriers at least 6 mil (0.15 mm) in thickness, or by sealing cracks leading out of Work Area with duct tape.

- B. Individually seal** all ventilation openings (supply and exhaust), lighting fixtures, clocks, doorways, windows, convectors and speakers, and other openings into the Work Area with duct tape alone or with polyethylene sheeting at least 6 mil (0.15 mm) in thickness, taped securely in place with duct tape. Maintain seal until all work including Project Decontamination is completed. Take care in sealing of lighting fixtures to avoid melting or burning of sheeting.
- C. Provide Sheet Plastic** barriers at least 6 mil (0.15 mm) in thickness as required to seal openings completely from the Work Area into adjacent areas. Seal the perimeter of all sheet plastic barriers with duct tape or spray cement.
- D. Mechanically Support** sheet plastic independently of duct tape or spray cement seals so that seals do not support the weight of the plastic. Following are acceptable methods of supporting sheet plastic barriers. Alternative support methods may be used if approved in writing by the Designer.

  - 1. Plywood squares 6 inch x 6 inch x 3/8 inch (152 mm x 152 mm x 9.53mm ) held in place with one 6d smooth masonry nail or electro-galvanized common nail driven through center of the plywood and duct tape on plastic so that plywood clamps plastic to the wall. Locate plywood squares at each end, corner and at maximum 4 feet (1.22 m) on centers.
  - 2. Nylon or polypropylene rope or wire with a maximum unsupported span of 10 feet (3.05 m), minimum 1/4 inch (6.35 mm) in diameter suspended between supports securely fastened on either side of opening at maximum 1 foot (304.8 mm) below ceiling. Tighten rope so that it has 2 inches (50.8 mm) maximum dip. Drape plastic over rope from outside Work Area so that a two foot long flap of plastic extends over rope into Work Area. Staple or wire plastic to itself 1 inch (25.4 mm) below rope at maximum 6 inches (152 mm) on centers to form a sheath over rope. Lift flap and seal to ceiling with duct tape or spray cement. Seal loop at bottom of flap with duct tape. Erect entire assembly so that it hangs vertically without a "shelf" upon which debris could collect.



**E. Provide Pressure Differential System per Section 01513.**

1. Clean housings and ducts of all overspray materials prior to erection of any Critical Barrier that will restrict access.

**3.7 PREPARE AREA:**

- A. **Scaffolding:** If fixed scaffolding is to be used to provide access HEPA vacuum and wet clean area prior to scaffolding installation.
- B. **Remove all electrical and mechanical items**, such as lighting fixtures, clocks, diffusers, registers, escutcheon plates, etc. which cover any part of the surface to be worked on with the work.
- C. **Remove all general construction items** such as cabinets, casework, door and window trim, moldings, ceilings, trim, etc., which cover the surface of the work as required to prevent interference with the work. Clean, decontaminate and reinstall all such materials, upon completion of all removal work with materials, finishes, and workmanship to match existing installations before start of work.
- D. **Clean All Surfaces In Work Area** with a HEPA filtered vacuum or by wet wiping prior to the installation of primary barrier.
- E. **Cleaning and Sealing Surfaces:** After cleaning with water and a HEPA vacuum, surfaces of stationary objects should be covered with two layers of plastic sheeting. The sheeting should be secured with duct tape or an equivalent method to provide a tight seal around the object.

**3.8 PRIMARY BARRIER:**

- A. **Protect building and other surfaces** in the Work Area from damage from water and high humidity or from contamination from asbestos-containing debris, slurry or high airborne fiber levels by covering with a primary barrier as described below.
  1. **Sheet Plastic:** Protect surfaces in the Work Area with two (2) layers of plastic sheeting on floor and walls, or as otherwise directed on the Contract Drawings or in writing by the Designer. Perform work in the following sequence.

### **3.9 STOP WORK:**

- A. If the Critical or Primary barrier falls** or is breached in any manner stop asbestos removal work immediately and comply with "Stop Work" requirements of Section 01013 "Summary of Work - Asbestos Abatement". Do not start work until authorized in writing by the Designer.

### **3.10 EXTENSION OF WORK AREA:**

- A. Extension of Work Area:** If the Critical Barrier is breached in any manner that could allow the passage of asbestos debris or airborne fibers, then add affected area to the Work Area, enclose it as required by this Section of the specification and decontaminate it as described in Section 01711 Project Decontamination.

**END OF SECTION - 01526**

## SECTION 01560 - WORKER PROTECTION - ASBESTOS ABATEMENT

### PART

#### 1 - GENERAL

##### 1.1 RELATED DOCUMENTS:

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to work of this section.

##### 1.2 DESCRIPTION OF WORK:

- A. This section describes the equipment and procedures required for protecting workers against asbestos contamination and other workplace hazards except for respiratory protection.

##### 1.3 RELATED WORK SPECIFIED ELSEWHERE:

- A. Respiratory Protection: is specified in Section 01562.

##### 1.4 WORKER TRAINING:

- A. **AHERA Accreditation:** All workers are to be accredited as Abatement Workers as required by the EPA Model Accreditation Plan (MAP) asbestos abatement worker training (40 CFR Part 763, Subpart E, Appendix C).
- B. **State and Local License:** All workers are to be trained, certified and accredited as required by the State of Delaware.

##### 1.5 MEDICAL SURVEILLANCE:

- A. Provide a medical surveillance program for all employees who are:
  - 1. engaged in Class I, II and III work for a combined total of 30 or more days per year or,
    - a. For the purposes of this paragraph, any day in which a worker engages in Class II or Class III work or a combination thereof for one hour or less (taking into account the entire time spent on the removal

operation, including cleanup) and, while doing so, adheres fully to the work practices specified in the OSHA standard (29 CFR 1926.1101) is not counted.

2. are exposed at or above the permissible exposure limit or excursion limit or,
3. before an employee can be assigned to work requiring use of a respirator.

**B. Provide a medical surveillance program** and physician's opinion before a respirator is assigned as required by 29 CFR 1910.134 and 29 CFR 1926.103(e)(10) .

**C. Provide medical examination** that as a minimum meets OSHA requirements as set forth in 29 CFR 1926.1101. In addition, require that the physician provide an evaluation of the individual's ability to work in environments capable of producing heat stress in the worker.

## **PART 2 - EQUIPMENT**

### **2.1 PROTECTIVE CLOTHING:**

- A. General.** Provide and require the use of protective clothing, such as coveralls or similar whole-body clothing, head coverings, gloves, and foot coverings for any employee exposed to airborne concentrations of asbestos that exceed the TWA and/or excursion limit prescribed by 29 CFR 1926.1101 or for which a required negative exposure assessment is not produced, and for any employee performing Class I operations which involve the removal of over 25 linear or 10 square feet (7.5 linear meters or 3 square meters ) of TSI or surfacing ACM or PACM.
- B. Coveralls:** Provide disposable full-body coveralls and disposable head covers, and require that they be worn by all workers in the Work Area. Provide a sufficient number for all required changes, for all workers in the Work Area.
- C. Additional Protective Clothing:** Provide each worker with the protective clothing as required by Federal State and local regulations. This includes, but is not necessary limited by Hardhats, Cold weather gear, Glove, boots and goggles.

- D. Boots:** Provide work boots with non-skid soles, and where required by OSHA, foot protectives, for all workers. Provide boots at no cost to workers. Paint uppers of all boots red with waterproof enamel. Do not allow boots to be removed from the Work Area for any reason, after being contaminated with ACM. Dispose of boots as asbestos-contaminated waste at the end of the work.
- E. Hard Hats:** Provide head protectives (hard hats) as required by OSHA for all workers, and provide 4 spares for use by Designer, Project Administrator, and Owner. Label hats with same warning labels as used on disposal bags. Require hard hats to be worn at all times that work is in progress that may potentially cause head injury. Provide hard hats of type with plastic strap type suspension. Require hats to remain in the Work Area throughout the work. Thoroughly clean, decontaminate and bag hats before removing them from Work Area at the end of the work.
- F. Goggles:** Provide eye protection (goggles) as required by OSHA for all workers involved in scraping, spraying, or any other activity which may potentially cause eye injury. Thoroughly clean, decontaminate and bag goggles before removing them from Work Area at the end of the work.

## **2.2 ADDITIONAL PROTECTIVE EQUIPMENT:**

- A.** Disposable coveralls, head covers, and footwear covers shall be provided by the Contractor for the Owner, Designer, Project Administrator, and other authorized representatives who may inspect the job site.

## **PART 3 - EXECUTION**

### **3.1 GENERAL:**

- A.** Provide worker protection as required by the most stringent OSHA and/or EPA standards applicable to the work. The following procedures are minimums to be adhered to regardless of fiber count in the Work Area.

- B. Each time Work Area is entered remove all street clothes in the Changing Room of the Personnel Decontamination Unit and put on new disposable coverall, new head cover, and a clean respirator. Proceed through shower room to equipment room and put on work boots.

### 3.2 DECONTAMINATION PROCEDURES:

- A. Require all workers to adhere to the following personal decontamination procedures whenever they leave the Work Area:
  - 1. Type C Supplied Air or Powered Air-Purifying Respirators:  
Require that all workers use the following decontamination procedure as a minimum requirement whenever leaving the Work Area:
    - a. When exiting area, remove disposable coveralls, disposable head covers, and disposable footwear covers or boots in the equipment room.
    - b. Still wearing respirators, proceed to showers. Showering is mandatory. Care must be taken to follow reasonable procedures in removing the respirator to avoid asbestos fibers while showering. The following procedure is required as a minimum:
    - c. Thoroughly wet body including hair and face. If using a Powered Air-Purifying Respirator (PAPR) hold blower unit above head to keep canisters dry.
    - d. With respirator still in place thoroughly wash body, hair, respirator face piece, and all parts of the respirator except the blower unit and battery pack on a PAPR. Pay particular attention to seal between face and respirator and under straps.
    - e. Take a deep breath, hold it and/or exhale slowly, completely wet hair, face, and respirator. While still holding breath, remove respirator and hold it away from face before starting to breath.
    - f. Carefully wash facepiece of respirator inside and out.
  - 2. If using PAPR: shut down in the following sequence, first cap inlets to filter cartridges, then turn off blower unit (this sequence will help keep debris which has collected on the inlet side of filter from dislodging and

contaminating the outside of the unit). Thoroughly wash blower unit and hoses. Carefully wash battery pack with wet rag. Be extremely cautious of getting water in battery pack as this will short out and destroy battery.

- a. Shower completely with soap and water.
  - b. Rinse thoroughly.
  - c. Rinse shower room walls and floor prior to exit.
  - d. Proceed from shower to Changing Room and change into street clothes or into new disposable work items.
3. Air Purifying-Negative Pressure Respirators: Require that all workers use the following decontamination procedure as a minimum requirement whenever leaving the Work Area with full face cartridge type respirator:
- a. When exiting area, remove disposable coveralls, disposable headcovers, and disposable footwear covers or boots in the Equipment Room.
  - b. Still wearing respirators, proceed to showers. Showering is mandatory. Care must be taken to follow reasonable procedures in removing the respirator and filters to avoid asbestos fibers while showering. The following procedure is required as a minimum:
  - c. Thoroughly wet body from neck down.
  - d. Wet hair as thoroughly as possible without wetting the respirator filter if using an air purifying type respirator.
  - e. Take a deep breath, hold it and/or exhale slowly, complete wetting of hair, thoroughly wetting face, respirator and filter (air purifying respirator). While still holding breath, remove respirator and hold it away from face before starting to breath.
  - f. Dispose of wet filters from air purifying respirator.
  - g. Carefully wash facepiece of respirator inside and out.
  - h. Shower completely with soap and water.

- i. Rinse thoroughly.
- j. Rinse shower room walls and floor prior to exit.
- k. Proceed from shower to Changing Room and change into street clothes or into new disposable work items.

**B. Remote Shower:** The procedures above are to be used if the decontamination facility is used as a remote shower. If a worker cannot gain direct access to the Equipment Room require that he enter Decontamination Unit and proceed directly through Shower Room to Equipment Room. Decontamination procedure is then completed as required above.

**C. Within Work Area:**

- 1. Require that workers NOT eat, drink, smoke, chew tobacco or gum, or apply cosmetics in the Work Area. To eat, chew, drink or smoke, workers shall follow the procedure described above, then dress in street clothes before entering the non-Work Areas of the building.

**3.3 CERTIFICATE OF WORKER'S ACKNOWLEDGEMENT:**

Following this section is a Certificate of Worker Training. After each worker has been included in the Contractor's Respiratory Protection Program, completed the training program and medical examination, secure a fully executed copy of this form.

**END OF SECTION - 01560**



**CERTIFICATE OF WORKER'S ACKNOWLEDGEMENT**

PROJECT NAME\_

DATE

PROJECT ADDRESS

CONTRACTOR'S NAME

WORKING WITH ASBESTOS CAN BE DANGEROUS. INHALING ASBESTOS FIBERS HAS BEEN LINKED WITH VARIOUS TYPES OF CANCER. IF YOU SMOKE AND INHALE ASBESTOS FIBERS THE CHANCE THAT YOU WILL DEVELOP LUNG CANCER IS GREATER THAN THAT OF THE NON-SMOKING PUBLIC.

Your employer's contract with the Owner for the above project requires that: You be supplied with the proper respirator and be trained in its use. You be trained in safe work practices and in the use of the equipment found on the job. You receive a medical examination. These things are to have been done at no cost to you.

**RESPIRATORY PROTECTION:** You must have been trained in the proper use of respirators, and informed of the type respirator to be used on the above referenced project. You must be given a copy of the written respiratory protection manual issued by your employer. You must be equipped at no cost with the respirator to be used on the above project.

**TRAINING COURSE:** You must have been trained in the dangers inherent in handling asbestos and breathing asbestos dust and in proper work procedures and personal and area protective measures. This training must have been the equivalent in curriculum, training method and length to the EPA Model Accreditation Plan (MAP) asbestos abatement worker training (40 CFR Part 763, Subpart E, Appendix C).

**MEDICAL EXAMINATION:** You must have had a medical examination within the past 12 months at no cost to you. This examination must have included: health history, pulmonary function tests and may have included an evaluation of a chest x-ray.

By signing this document you are acknowledging only that the Owner of the building you are about to work in has advised you of your rights to training and protection relative to your employer.

Signature\_\_\_\_\_Social Security No\_\_\_\_\_

Printed Name\_\_\_\_\_Witness\_\_\_\_\_

## SECTION 01562 - RESPIRATORY PROTECTION

### PART

#### 1 - GENERAL

##### 1.1 RELATED DOCUMENTS:

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to work of this section.

##### 1.2 DESCRIPTION OF WORK:

- A. Instruct and train each worker involved in asbestos abatement or maintenance and repair of friable asbestos-containing materials (ACM) in proper respiratory use and require that each worker always wear a respirator, properly fitted on the face in the Work Area from the start of any operation which may cause airborne asbestos fibers until the Work Area is completely decontaminated. Use respiratory protection appropriate for the fiber level encountered in the work place or as required for other toxic or oxygen-deficient situations encountered.

##### 1.3 DEFINITIONS:

- A. "Negative Pressure Respirator": A respirator in which the air pressure inside the respiratory-inlet covering is positive during exhalation in relation to the air pressure of the outside atmosphere and negative during inhalation in relation to the air pressure of the outside atmosphere.
- B. "Protection Factor": The ratio of the ambient concentration of an airborne substance to the concentration of the substance inside the respirator at the breathing zone of the wearer. The protection factor is a measure of the degree of protection provided by a respirator to the wearer.
- C. "Respirator": A device designed to protect the wearer from the inhalation of harmful atmospheres.

##### 1.4 STANDARDS:

**A. Except to the extent** that more stringent requirements are written directly into the Contract Documents, the latest edition of the following regulations and standards have the same force and effect (and are made a part of the Contract Documents by reference) as if copied directly into the Contract Documents, or as if published copies were bound herewith. Where there is a conflict in requirements set forth in these regulations and standards, meet the more stringent requirement.

1. **OSHA** - U.S. Department of Labor Occupational Safety and Health Administration, Safety and Health Standards Section 29 CFR 1910.1001, Section 1910.134, and Section 29 CFR 1926.1101.
2. **CGA** - Compressed Gas Association, Inc., New York, Pamphlet G-7, "Compressed Air for Human Respiration", and Specification G-7.1 "Commodity Specification for Air".
3. **CSA** - Canadian Standard Association, Rexdale, Ontario, Standard Z180.1, "Compressed Breathing Air".
4. **ANSI** - American National Standard Practices for Respiratory Protection, ANSI Z88.2.
5. **NIOSH** - National Institute for Occupational Safety and Health
  - NIOSH Respirator Decision Logic (May 1987) DHHS/NIOSH Publication No. 87-108;
  - NIOSH/EPA, "A Guide to Respiratory Protection for the Asbestos Abatement Industry" EPA-560-OPPTS-86-001 (September 1986);
  - 42 CFR 84, NIOSH Standard for Certification of Non-Powered Air Purifying Respirator filters;
  - 30 CFR 11, NIOSH - Certification of Respirators
6. **MSHA** - Mine Safety and Health Administration

#### **1.5 SUBMITTALS:**

**A. Before Start of Work** submit the following to the Designer.

1. **Resume information:** Submit resume and information on training for individual monitoring the operation of supplied air respiratory systems. Submit training certifications where applicable.

#### **1.6 AIR QUALITY FOR SUPPLIED AIR RESPIRATORY SYSTEMS:**

- A. **Provide air** used for breathing in supplied air respiratory systems that meets or exceeds standards set for C.G.A. type 1 (Gaseous Air) Grade H or CSA Z180.1 whichever presents the more stringent quality standard:
- B. **Provide air** used for breathing in supplied air respiratory systems that meets or exceeds standards set for C.G.A. type 1 (Gaseous Air) Grade D:

#### 1.7 ALLOWABLE CONTAMINANTS:

- A. **Supply air** that has an asbestos concentration no greater than outside ambient conditions.
- B. **Supply air** that meets the level of contaminants allowed according to the air quality standard specified.
- C. **The following table** sets forth the quantity of any given contaminant allowed according to the referenced standards:

CONTAMINANT	CGA Type 1 (Gaseous Air)			CSA Z180.1
	Grade D	Grade E	Grade H	
Carbon Monoxide, PPM/v	20	10	5	5
Carbon Dioxide, PPM/v	1000	500	500	500
Condensed Hydrocarbons, mg./cu. meter	5	5		1
Gaseous Hydrocarbons - as methane, PPM/v			10	25
Water Vapor - PPM/v dewpoint	(1) -50F	(1) -50F	(1) -50F	27 -63F
Objectionable Odors	None	None	None	None
Nitrogen Dioxide, PPM/v	-	-	0.5	0.2
Nitrous Oxide, PPM/v	-	-	-	5
Sulfur Dioxide, PPM/v	-	-	0.5	-
Halogenated solvents, PPM/v	-	-	1	-
Other gaseous contaminants	-	-	-	(2)
Inorganic particulates, mg./cu. meter	-	-	-	1

- Indicates that the standard shows no limiting characteristics
- (1) The CGA standards do not indicate a specific moisture limit when the ambient temperature is above freezing. However, since a moisture content no greater than a -50 Degrees Fahrenheit (-45.56 Degrees Celsius) dewpoint (66 PPM/v) is necessary for carbon monoxide elimination, the CO limits could not be met unless the air were dried to a -50 Degrees Fahrenheit (-45.56 Degrees Celsius) dewpoint or better.
- (2) Maximum allowable content of trichlorotrifluoroethane, dichlorodifluoromethane, and chlorodifluoromethane is 2 PPM/v for each. Unlisted contaminants shall not exceed one-tenth of the Threshold Limit Values (TLV's) for Chemical Substances in Workroom air adopted by the American Conference of Governmental Industrial Hygienists (ACGIH).

#### 1.8 DELIVERY:

- A. **Deliver replacement parts**, etc., not otherwise labeled by NIOSH or MSHA to job site in manufacturer's containers.

### PART 2 - EQUIPMENT

#### 2.1 AIR PURIFYING RESPIRATORS

- A. **Respirator Bodies:** Provide half face or full face type respirators. Equip full face respirators with a nose cup or other anti-fogging device as would be appropriate for use in air temperatures less than 32 degrees Fahrenheit (0 degrees Celsius).
- B. **Filter Cartridges:** Provide, at a minimum, HEPA type filters labeled with NIOSH Certification for "Radionuclides, Radon Daughters, Dust, Fumes, Mists including Asbestos-Containing Dusts and Mists" and color coded in accordance with 42 CFR Part 84 and ANSI Z228.2. Also, additional cartridge sections may be added, if required, for solvents, etc., in use. In this case, provide cartridges that have each section of the combination canister labeled with the appropriate color code and NIOSH Certification.
- C. **Non-permitted respirators.** Do not use single use, disposable or quarter face respirators.

#### 2.2 SUPPLIED AIR RESPIRATOR SYSTEMS:

- A. **Provide equipment** capable of producing air of the quality and volume required by the above reference standards applied to the job site conditions and crew size. Comply with provisions of this specification if more stringent than the governing standard.
- B. **Facepiece and Hose:** Provide full facepiece and hose by same manufacturer that has been certified by NIOSH as an approved Type "C" respirator assembly operating in pressure demand mode with a positive pressure facepiece.
- C. **Auxiliary backup system:** In atmospheres which contain sufficient oxygen (greater than or equal to 19.5 percent oxygen) provide a pressure-demand full facepiece supplied air respirator equipped with an emergency back up HEPA filter.
- D. **Escape air supply:** In atmospheres which are oxygen deficient (less than 19.5 percent oxygen) provide a pressure-demand full facepiece supplied air respirator incorporating an auxiliary self-contained breathing apparatus (SCBA) which automatically maintains an uninterrupted air supply in pressure demand mode with a positive pressure face piece.
- E. **Backup air supply:** Provide a reservoir of compressed air located outside the Work Area which will automatically maintain a continuous uninterruptable source of air automatically available to each connected facepiece and hose assembly in the event of compressor shut-down, contamination of air delivered by compressor, power loss or other failure. Provide sufficient capacity in the back-up air supply to allow a minimum escape time of one-half hour times the number of connections available to the Work Area. Air requirement at each connection is the air requirement of the respirators in use plus the air requirement of an average-sized adult male engaged in moderately strenuous activity.
- F. **Warning device:** Provide a warning device that will operate independently of the building's power supply. Locate so that alarm is clearly audible above the noise level produced by equipment and work procedures in use, in all parts of the Work Area and at the compressor. Connect alarm to warn of:
  - 1. Compressor shut down or other fault requiring use of backup air supply
  - 2. Carbon Monoxide (CO) levels in excess of 5 PPM/V
- G. **Carbon Monoxide (CO) Monitor:** Continuously monitor and record on a strip chart recorder Carbon Monoxide (CO) levels. Place

monitors in the air line between compressor and back-up air supply and between backup air supply and workers. Connect monitors so that they also sound an alarm as specified under "Warning Devices".

- H. **Compressor Shut Down:** Interconnect monitors, alarms and compressor so that compressor is automatically shut down and the alarms sound if any of the following occur:
  - 1. Carbon Monoxide (CO) concentrations exceed 5 PPM/v in the air line between the filter bank and backup air supply
  - 2. Compressor temperature exceeds normal operating range
- I. **Compressor Motor:** Provide a compressor driven by an electric motor. Do not use a gas or diesel engine to drive compressor. Insure that electrical supply available at the work site is adequate to energize motor.
- J. **Compressor Location:** Locate compressor outside of building in location that will not impede access to the building, and that will not cause a nuisance by virtue of noise or fumes to occupied portions of the building.
- K. **Air Intake:** Locate air intake remotely from any source of automobile exhaust or any exhaust from engines, motors, auxiliary generator or buildings.
- L. **After-Cooler:** Provide an after-cooler at entry to filter system which is capable of reducing temperatures to outside ambient air temperatures.
- M. **Self Contained Breathing Apparatus (SCBA):** Configure system to permit the recharging of ½ hour 2260 PSI (15.58 MPa) SCBA cylinders.

## PART 3 - EXECUTION

### 3.1 GENERAL:

- A. **Respiratory Protection Program:** Comply with ANSI Z88.2 "Practices for Respiratory Protection" and OSHA 29 CFR 1910.314 and 1926.103.
- B. **Require** that respirators be used in the following circumstances:
  - 1. During all Class I asbestos jobs.
  - 2. During all Class II work where the ACM is not removed in

- substantially intact state,
3. During all Class II and III work which is not performed using wet methods.
  4. During all Class II and III asbestos jobs where the employer does not produce a "negative exposure assessment".
  5. During all Class III jobs where TSI or surfacing ACM or PACM is being disturbed.
  6. During all Class IV work performed within regulated areas where employees performing other work are required to wear respirators.
  7. During all work covered by this section where employees are exposed above the OSHA PEL (TWA, or excursion limit).
  8. In emergencies. During emergencies where the airborne asbestos fiber concentration is not known, a self-contained breathing apparatus (SCBA) must be used.
- C. **Require** that respiratory protection be used at all times that there is any possibility of disturbance of ACM whether intentional or accidental.
- D. **Require** that a respirator be worn by anyone in a Work Area at all times, regardless of activity, during a period that starts with any operation which could cause airborne fibers until the area has been cleared for re-occupancy in accordance with Section 01711.
- E. **Regardless of Airborne Fiber Levels:** Require that the minimum level of respiratory protection used be half-face air-purifying respirators with high efficiency filters.
- F. **Do not allow** the use of single-use, disposable, or quarter-face respirators for any purpose.

### 3.2 FIT TESTING:

- A. **Initial Fitting:** Provide initial fitting of respiratory protection during a respiratory protection course of training set up and administered by an individual qualified to do fit testing. Fit types and sizes of respirator to be actually worn by each individual. Allow an individual to use only those respirators for which training and fit testing has been provided.
- B. **Upon Each Wearing:** Require that each time an air-purifying respirator is put on it be checked for fit with a positive and



negative pressure fit test in accordance with the manufacturer's instructions or ANSI Z88.2.

### **3.3 TYPE OF RESPIRATORY PROTECTION REQUIRED:**

- A. General:** After reducing airborne asbestos levels to the lowest feasible level with engineering controls and work practices, provide respiratory protection as necessary to ensure that workers are not exposed to an airborne concentration of asbestos in excess of the Specified Permissible Exposure Limits (SPEL) set forth in this Section.
- B. Level of Respiratory Protection:** Determine the proper level of respiratory protection by dividing the expected or actual airborne fiber count in the Work Area by the "protection factors" given below. The level of respiratory protection which supplies an airborne fiber level inside the respirator, at the breathing zone of the wearer, at or below the Specified Permissible Exposure Limits (PEL) set forth in this Section is the minimum level of protection allowed.
- C. Specific Respiratory Protection Requirements:** Provide respiratory protection as indicated below as a minimum requirement:
  - 1. Powered Air-Purifying Respirators (PAPR):** Provide a minimum level of respiratory protection of powered air-purifying respirators (PAPR) during all asbestos work involving ACBM other than asbestos-containing thermal system insulation (TSI) or surfacing material. Use a higher level of respiratory protection as required by the OSHA Asbestos Construction Standard 29 CFR 1926.1101.
  - 2. Type "C" Supplied-air respirators:** full facepiece pressure demand supplied air respirators are to be used by all workers engaged in the removal of thermal system insulation (TSI) or surfacing materials, or demolition of pipes, structures, or equipment covered or insulated with asbestos, or in the removal or demolition of asbestos insulation or coverings, or any other activity which results in or may result in airborne asbestos fiber levels above 1.0 fibers per cubic centimeter (1.0 f/cc).
- D. Provide** a full facepiece supplied air respirator operated in the pressure demand mode equipped with an auxiliary positive pressure self-contained breathing apparatus for all workers

within a regulated area where Class I work is being performed and for which an initial exposure assessment has not been produced.

### 3.4 SPECIFIED PERMISSIBLE EXPOSURE LIMITS (SPEL):

**A. Specified Permissible Exposure Limits (SPEL):** Ensure that no worker is exposed to an airborne concentration of asbestos in excess of the Time-Weighted Average (TWA) limit, and Excursion Limit (EL) set forth below.

1. **Time Weighted Average (TWA) limit** - Concentration of airborne asbestos fibers to which any worker may be exposed as an eight (8) hour time-weighted average (TWA) shall not exceed the following.
  - a. 0.1 fibers per cubic centimeter
2. **Excursion Limit (EL)** - Concentration of airborne asbestos fibers to which any worker may be exposed as averaged over a sampling period of thirty (30) minutes shall not exceed the following.
  - a. 1.0 fiber per cubic centimeter

**B. Fibers:** For purposes of this section, fibers are defined as all fibers regardless of composition as counted in the OSHA Reference Method (ORM), or NIOSH 7400 procedure.

### 3.5 RESPIRATORY PROTECTION FACTOR:

A. Respirator Type	Protection Factor
1. <b>Air purifying:</b> Negative pressure respirator High efficiency filter Half facepiece	10
2. <b>Air purifying:</b> Negative pressure respirator High efficiency filter Full facepiece	50
3. <b>Powered air-purifying respirator</b> equipped with high efficiency filters or any supplied air	1,000

respirator operated in continuous  
flow mode.  
Full facepiece

- 4. Supplied air:** 1,000  
Positive pressure respirator  
Pressure demand or other  
positive pressure mode  
Full facepiece  
Equipped with an  
auxiliary HEPA cartridge  
or positive pressure  
Self-contained breathing  
apparatus (SCBA) for escape

### **3.6 AIR PURIFYING RESPIRATORS:**

- A. Powered air purifying - half or full face mask:** Supply a sufficient quantity of high efficiency respirator filters approved for asbestos so that workers can change filters at any time that flow through the facepiece decreases to the level at which the manufacturer recommends filter replacement. Require that regardless of flow, filter cartridges be replaced after 40 hours of use. Require that HEPA elements in filter cartridges be protected from wetting during showering. Require entire exterior housing of respirator, including blower unit, filter cartridges, hoses, battery pack, face mask, belt, and cords, be washed each time a worker leaves the Work Area. Caution should be used to avoid shorting battery pack during washing. Provide an extra battery pack for each respirator so that one can be charging while one is in use.

### **3.7 SUPPLIED AIR RESPIRATOR:**

- A. Air Systems Monitor:** Continuously monitor the air system operation including compressor operation, filter system operation, backup air capacity and all warning and monitoring devices at all times that system is in operation. Assign an individual, trained by manufacturer of the equipment in use or by a Certified Industrial Hygienist, in the operation and maintenance of the system to provide this monitoring. Assign no other duties to this individual which will take him away from monitoring the air system.

END OF SECTION - 01562

### INITIAL EXPOSURE ASSESSMENT

Project No: \_\_\_\_\_

Date: \_\_\_\_\_

Project Name: \_\_\_\_\_

Facility: \_\_\_\_\_

Work Area(s): \_\_\_\_\_

Reference Job: \_\_\_\_\_

Description of Work: \_\_\_\_\_

Asbestos Containing Materials

Asbestos/Type Percentage

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Task	Personal Monitoring Level			Respirator	Comments
	High	Low	Average	Worn	
Prep / Set up	_____	_____	_____	_____	_____
Removal of Surface Trt	_____	_____	_____	_____	_____
Removal of TSI	_____	_____	_____	_____	_____
Removal of Misc Mat.	_____	_____	_____	_____	_____
Bag Out	_____	_____	_____	_____	_____
Clean Up	_____	_____	_____	_____	_____
Other	_____	_____	_____	_____	_____

Experience Level of Work Force \_\_\_\_\_

Reference Job: \_\_\_\_\_

Description of Work: \_\_\_\_\_

Asbestos Containing Materials

Asbestos/Type Percentage

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Task	Personal Monitoring Level			Respirator	Comments
	High	Low	Average	Worn	
Prep / Set up	_____	_____	_____	_____	_____
Removal of Surface Trt	_____	_____	_____	_____	_____
Removal of TSI	_____	_____	_____	_____	_____

Removal of Misc Mat.	_____	_____	_____	_____	_____
Bag Out	_____	_____	_____	_____	_____
Clean Up	_____	_____	_____	_____	_____
Other	_____	_____	_____	_____	_____
Experience Level of Work Force	_____				
_____					

**Expected Conditions of This Job**

Task	Anticipated Level	Respirator	Comments
Prep / Set up	_____ f/cc	_____	_____
Removal of Surface Trt	_____ f/cc	_____	_____
Removal of TSI	_____ f/cc	_____	_____
Removal of Misc Mat.	_____ f/cc	_____	_____
Bag Out	_____ f/cc	_____	_____
Clean Up	_____ f/cc	_____	_____
Other	_____ f/cc	_____	_____
Experience Level of Work Force	_____		

## SECTION 01563 - DECONTAMINATION UNITS

### PART

#### 1 - GENERAL

##### 1.1 RELATED DOCUMENTS:

- A. **Drawings and general provisions of Contract**, including General and Supplementary Conditions and other Division-1 Specification sections, apply to work of this section.

##### 1.2 DESCRIPTION OF WORK:

- A. **Provide separate Personnel and Equipment Decontamination facilities.** Require that the Personnel Decontamination Unit be the only means of ingress and egress for the Work Area. Require that all materials exit the Work Area through the Equipment Decontamination Unit.

##### 1.3 RELATED WORK SPECIFIED ELSEWHERE:

- A. **Refer to Section 01503 Temporary Facilities - Asbestos** Abatement for electrical requirements and requirements relative to connection of decontamination facilities to building systems such as water, sewer, and electrical.

##### 1.4 SUBMITTALS

#### PART 2 - PRODUCTS

##### 2.1 MATERIALS

- A. **Polyethylene Sheet:** A single polyethylene film in the largest sheet size possible to minimize seams, 6.0 mil (0.15 mm) thick, clear, frosted, or black as indicated.
- B. **Duct Tape:** Provide duct tape in 2 inch or 3 inch (51 mm or 76 mm) widths as indicated, with an adhesive which is formulated to stick aggressively to sheet polyethylene.

- C. Spray Adhesive:** Provide spray adhesive in aerosol cans which is specifically formulated to stick tenaciously to sheet polyethylene.
- D. Shower Pan:** Provide one piece waterproof shower pan 4 feet x 8 feet x 6 inches deep (102 mm X 204 mm x 152 mm deep). Fabricate from seamless fiberglass minimum 1/16 inch (1.59 mm) thick reinforced with wood, 18 ga. stainless or galvanized steel with welded seams, copper or lead with soldered seams, or a seamless liner of minimum 60 mil (1.5 mm) thick elastomeric membrane.
- E. Shower Walls:** Provide 8 feet (2.44 m) long by approximately 7 feet (2.13 m ) high walls fabricated from rigid, impervious, waterproof material, either corrugated fiberglass roofing or equivalent. Structurally support as necessary for stability.
- F. Shower Head and Controls:** Provide a factory-made shower head producing a spray of water which can be adjusted for spray size and intensity. Feed shower with water mixed from hot and cold supply lines. Arrange so that control of water temperature, flow rate, and shut off is from inside shower without outside aid.
- G. Filters:** Provide cascaded filter units on drain lines from showers or any other water source carrying asbestos-contaminated water from the Work Area. Provide units with disposable filter elements as indicated below. Connect so that discharged water passes primary filter and output of primary filter passes through secondary filter.
1. Primary Filter - Passes particles 20 microns and smaller
  2. Secondary Filter - Passes particles 5 microns and smaller
- H. Hose Bib:** Provide heavy bronze angle type with wheel handle, vacuum breaker, and 3/4 inch (19.05 mm) National Standard male hose outlet.
- I. Shower Stall:** For Wash Down Station provide leak tight shower enclosure with integrated drain pan fabricated from fiberglass or other durable waterproof material, approximately 3 feet x 3 feet (0.91m x 0.91 m) square with minimum 6 feet (1.83 m) high sides and back. Structurally support as necessary for stability. Equip with hose bib, as specified in this section, mounted at approximately 4 feet (1.22 m) above drain pan. Connect drain to a reservoir, pump water from reservoir through filters to a drain or store and use for amended water. Mount filters inside shower stall on back wall beneath hose bib.



- J. **Elastomeric membrane:** Provide uniform flat sheets of flexible sheet roofing material fabricated from EPDM (ethylene propylene diene monomers) or Neoprene (polychloroprene), in a nominal 45 mil (1.14 mm ) thickness.
- K. **Lumber:** Provide kiln dried lumber of any grade or species.
- L. **Sump Pump:** Provide totally submersible waterproof sump pump with integral float switch. Provide unit sized to pump 2 times the flow capacity of all showers or hoses supplying water to the sump, through the filters specified herein when they are loaded to the extent that replacement is required. Provide unit capable of pumping debris, sand, plaster or other materials washed off during decontamination procedures without damage to mechanism of pump. Adjust float switch so that a minimum of 3 inch (76 mm) remains between top of liquid and top of sump pan.

## **PART 3 - EXECUTION**

### **3.1 PERSONNEL DECONTAMINATION UNIT:**

- A. **Provide a Personnel Decontamination Unit** consisting of a serial arrangement of connected rooms or spaces, Changing Room, Drying Room, Shower Room, Equipment Room. Require all persons without exception to pass through this Decontamination Unit for entry into and exiting from the Work Area for any purpose. Do not allow parallel routes for entry or exit. Do not remove equipment or materials through Personnel Decontamination Unit. Provide temporary lighting within Decontamination Units as necessary to reach a lighting level of 100 foot candles (1076 lumens/sq meter).
- B. **Changing Room (clean room):** Provide a room that is physically and visually separated from the rest of the building for the purpose of changing into protective clothing.
  - 1. Construct using polyethylene sheeting, at least 6 mil (0.15 mm) in thickness, to provide an airtight seal between the Changing Room and the rest of the building.
  - 2. Locate so that access to Work Area from Changing Room is through Shower Room.

3. Separate Changing Room from the building by a sheet plastic flapped doorway.
  4. Require workers to remove all street clothes in this room, dress in clean, disposable coveralls, and don respiratory protection equipment. Do not allow asbestos-contaminated items to enter this room. Require Workers to enter this room either from outside the structure dressed in street clothes, or naked from the showers.
  5. An existing room may be utilized as the Changing Room if it is suitably located and of a configuration whereby workers may enter the Changing Room directly from the Shower Room. Protect all surfaces of room with sheet plastic as set forth in Section 01526 Temporary Enclosures. Authorization for this must be obtained from the Designer in writing prior to start of construction. Submit written request in accordance with Section 01632 "Substitutions" detailing layout and protective measures proposed.
  6. Maintain floor of changing room dry and clean at all times. Do not allow overflow water from shower to wet floor in changing room.
  7. Damp wipe all surfaces twice after each shift change with a disinfectant solution.
  8. Provide posted information for all emergency phone numbers and procedures.
  9. Provide 1 storage locker per employee.
  10. Provide all other components indicated on the contract drawings.
- C. **Airlock:** Provide an airlock between Drying Room and Changing Room. This is a transit area for workers.
1. Separate this room from Drying Room and Changing Room by sheet plastic flapped doorways.
  2. Separate this room from the rest of the building with airtight walls fabricated of 6 mil (0.15 mm) polyethylene.
  3. Separate this room from the Drying and Changing Rooms with airtight walls fabricated of 6 mil (0.15 mm) polyethylene.

**D. Drying Room:** Provide a drying room as an airlock and a place for workers to dry after showering.

1. Construct room by providing a pan continuous with or draining to Shower Room pan. Install a freely draining wooden or non-skid metal floor in pan at elevation of top of pan.
2. Separate this room from the rest of the building with airtight walls fabricated of 6 mil (0.15 mm) polyethylene.
3. Separate this room from the Changing Room and Shower Room with airtight walls fabricated of 6 mil (0.15 mm) polyethylene.
4. Separate from Changing Room by a sheet plastic flapped doorway.
5. Provide a continuously adequate supply of disposable bath towels.
6. Provide a rigid, tight-sealing hinged door between Drying Room and Clean Room. Arrange so that there is a sensible movement of air from clean room through breathing zone of worker in Shower and Drying Room toward Equipment Room.

**E. Shower Room:** Provide a completely watertight operational shower to be used for transit by cleanly dressed workers heading for the Work Area from the Changing Room, or for showering by workers headed out of the Work Area after undressing in the Equipment Room.

1. Construct room by providing a shower pan and 2 shower walls in a configuration that will cause water running down walls to drip into pan. Install a freely draining wooden floor in shower pan at elevation of top of pan.
2. Separate this room from the rest of the building with airtight walls fabricated of 6 mil (0.15 mm) polyethylene.
3. Separate this room from the Drying Room and Airlock with airtight walls fabricated of 6 mil (0.15 mm) polyethylene.
4. Provide splashproof entrances to Drying Room and Airlock with doors arranged in the following configuration:

- a. At each entrance to the Shower Room construct a door frame out of nominal 2 inch x 4 inch (51 mm X 102 mm) lumber with 1-1/2 inch (39 mm) jambs (sides) and 1-1/2 inch (39 mm) head (top) and sill (bottom). Attach to this door frame two overlapping flaps of elastomeric membrane material, fastened at the head (top) and jambs (sides) (by clamping between a 1-1/2 inch (39 mm) x 3/4 inch (19mm ) batten and frame). Overlap the flaps a minimum of 6 inch (152 mm) in a direction that presents a shingle-like configuration to the water stream from the shower. Overlap sill (bottom) by 1-1/2 inch (39 mm) minimum. Arrange so that any air movement out of the Work Area will cause the flaps to seal against the door frame.
5. Provide shower head and controls.
6. Provide temporary extensions of existing hot and cold water and drainage, as necessary for a complete and operable shower.
7. Provide a soap dish and a continuously adequate supply of soap and maintain in sanitary condition.
8. Arrange so that water from showering does not splash into the Changing or Equipment Rooms.
9. Arrange water shut off and drain pump operation controls so that a single individual can shower without assistance from either inside or outside of the Work Area.
10. Provide flexible hose shower head.
11. Pump waste water to drain or to storage for use in amended water. If pumped to drain, provide 20 micron and 5 micron waste water filters in line to drain or waste water storage. Change filters daily or more often if necessary. Locate filters inside shower unit so that water lost during filter changes is caught by shower pan.
12. Provide hose bib.
13. Provide all other items indicated on contract drawings.

- F. Airlock:** Provide an airlock between Shower Room and Equipment Room. This is a transit area for workers. Separate this room from Equipment Room by a sheet plastic flap doorway.
1. Separate this room from the rest of the building with airtight walls fabricated of 6 mil (0.15 mm) polyethylene.
  2. Separate this room from the Equipment Room and Shower Room with airtight walls fabricated of 6 mil (0.15 mm) polyethylene.
  3. Separate from Equipment Room by a sheet plastic flapped doorway.
- G. Equipment Room (contaminated area):** Require work equipment, footwear and additional contaminated work clothing to be left here. This is a change and transit area for workers.
1. Separate this room from the Work Area by a 6 mil (0.15 mm) polyethylene flapped doorway.
  2. Separate this room from the rest of the building with airtight walls fabricated of 6 mil (0.15 mm) polyethylene.
  3. Separate this room from the Shower Room and Work Area with airtight walls fabricated of 6 mil (0.15 mm) polyethylene.
  4. Provide a drop cloth layer of sheet plastic on floor in the Equipment Room for every shift change expected. Roll drop cloth layer of plastic from Equipment Room into Work Area after each shift change. Replace before next shift change. Provide a minimum of two (2) layers of plastic at all times. Use only clear plastic to cover floors.
- H. Work Area:** Separate Work Area from the Equipment Room by polyethylene barriers. If the airborne asbestos level in the Work Area is expected to be high, as in dry removal, add an intermediate cleaning space between the Equipment Room and the Work Area. Damp wipe clean all surfaces after each shift change. Provide one additional floor layer of 6 mil (0.15 mm) polyethylene per shift change and remove contaminated layer after each shift.
- I. Decontamination Sequence:** Require that all workers adhere to the following sequence when entering or leaving the Work Area.

1. Entering Work Area: Worker enters Changing Room and removes street clothing, puts on clean disposable overalls and respirator, and passes through the Shower Room into the Equipment Room.
2. Any additional clothing and equipment left in Equipment Room needed by the worker are put on in the Equipment Room.
3. Worker proceeds to Work Area.

**J. Exiting Work Area:**

1. Before leaving the Work Area, require the worker to remove all gross contamination and debris from overalls and feet.
2. The worker then proceeds to the Equipment Room and removes all clothing except respiratory protection equipment.
3. Extra work clothing such as boots, hard hats, goggles, gloves are to be stored in contaminated end of the Equipment Room.
4. Disposable coveralls are placed in a bag for disposal with other material.
5. Require that Decontamination procedures found in Section 01560 be followed by all individuals leaving the Work Area.
6. After showering, the worker moves to the Changing Room and dresses in either new coveralls for another entry or street clothes if leaving.

**3.2 CLEANING OF DECONTAMINATION UNIT:**

- A. **Clean debris and residue** from inside of Decontamination Unit on a daily basis or as otherwise indicated on Contract Drawings. Damp wipe or hose down all surfaces after each shift change. Clean debris from shower pans on a daily basis.
- B. **If the Changing Room** of the Personnel Decontamination Unit becomes contaminated with asbestos-containing debris, abandon the entire Decontamination Unit and erect a new Decontamination Unit. Use the former Changing Room as an inner section of the new Equipment Room.

### 3.3 SIGNS:

- A. Post an approximately 20 inch by 14 inch (508 mm x 356 mm) manufactured caution sign at each entrance to the Work Area displaying the following legend with letter sizes and styles of a visibility required by 29 CFR 1926:

1. Provide signs in both English and Spanish.

2. Legend:

DANGER

ASBESTOS

CANCER AND LUNG DISEASE HAZARD

AUTHORIZED PERSONNEL ONLY

RESPIRATORS AND PROTECTIVE CLOTHING  
ARE REQUIRED IN THIS AREA

3. Provide spacing between respective lines at least equal to the height of the respective upper line.

END OF SECTION - 01563

## SECTION 01601 - MATERIALS AND EQUIPMENT - ASBESTOS ABATEMENT

### PART

#### 1 - GENERAL

##### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

##### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements governing the Contractor's selection of products for use in the Project.
- B. **Related Sections:** The following Sections contain requirements that relate to this Section:
  - 1. The Contractor's Construction Schedule is included under Section 01043 Coordination - Asbestos Abatement.
  - 2. The Contractor's Schedule of Submittals is included under Section 01301 Submittals - Asbestos Abatement.
  - 3. The applicability of industry standards to products specified is included under Section 01097 Reference Standards and Definitions - Asbestos Abatement.
  - 4. The administrative procedures for handling requests for substitutions made after award of the Contract is included under Section 01632 Substitutions - Asbestos Abatement.

##### 1.3 DEFINITIONS

- A. **Definitions** used in this Article are not intended to change the meaning of other terms used in the Contract Documents, such as "specialties," "systems," "structure," "finishes," "accessories," and similar terms. Such terms are self-explanatory and have well-recognized meanings in the construction industry.
  - 1. "Products" are items purchased for incorporation in the Work, whether purchased for the Project or taken from



previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.

2. "Named Products" are items identified by the manufacturer's product name, including make or model number or other designation, shown or listed in the manufacturer's published product literature, that is current as of the date of the Contract Documents.
3. "Materials" are products substantially shaped, cut, worked, mixed, finished, refined or otherwise fabricated, processed, or installed to form a part of the Work.
4. "Equipment" is a product with operational parts, whether motorized or manually operated, that requires service connections, such as wiring or piping.

#### **1.4 QUALITY ASSURANCE**

- A. Source Limitations: To the fullest extent possible, provide products of the same kind from a single source.
- B. Compatibility of Options: When the Contractor is given the option of selecting between 2 or more products for use on the Project, the product selected shall be compatible with products previously selected, even if previously selected products were also options.
  1. The contractor is responsible for providing products and construction methods that are compatible with products and construction methods to be installed after completion of the work of this contract.
  2. If a dispute arises between contractors over concurrently selectable, but incompatible products, the Designer will determine which products shall be retained and which are incompatible and must be replaced.

#### **1.5 PRODUCT DELIVERY, STORAGE, AND HANDLING**

- A. Deliver, store, and handle products according to the manufacturer's recommendations, using means and methods that will prevent damage, deterioration, and loss, including theft.

1. Schedule delivery to minimize long-term storage at the site and to prevent overcrowding of construction spaces.
2. Coordinate delivery with installation time to assure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
3. Deliver products to the site in an undamaged condition in the manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
4. Inspect products upon delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.
5. Store products at the site in a manner that will facilitate inspection and measurement of quantity or counting of units.
6. Store heavy materials away from the Project structure in a manner that will not endanger the supporting construction.
7. Store products subject to damage by the elements above ground, under cover in a weather tight enclosure, with ventilation adequate to prevent condensation. Maintain temperature and humidity within range required by manufacturer's instructions.

## **PART 2 - PRODUCTS**

### **2.1 PRODUCT SELECTION**

- A. General Product Requirements:** Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, new at the time of installation.
  1. **Standard Products:** Where available, provide standard products of types that have been produced and used successfully in similar situations on other projects.
- B. Product Selection Procedures:** The Contract Documents and governing regulations govern product selection. Procedures governing product selection include the following:

- a. Where Specifications specify products or manufacturers by name, accompanied by the term "or equal" or "or approved equal," comply with the Contract Document provisions concerning "substitutions" to obtain approval for use of an unnamed product.
1. Nonproprietary Specifications: When Specifications list products or manufacturers that are available and may be incorporated in the Work, but do not restrict the Contractor to use of these products only, the Contractor may propose any available product that complies with Contract requirements. Comply with Contract Document provisions concerning "substitutions" to obtain approval for use of an unnamed product.
2. Descriptive Specification Requirements: Where Specifications describe a product or assembly, listing exact characteristics required, with or without use of a brand or trade name, provide a product or assembly that provides the characteristics and otherwise complies with Contract requirements.
3. Performance Specification Requirements: Where Specifications require compliance with performance requirements, provide products that comply with these requirements and are recommended by the manufacturer for the application indicated.
  - a. Manufacturer's recommendations may be contained in published product literature or by the manufacturer's certification of performance.
4. Compliance with Standards, Codes, and Regulations: Where Specifications only require compliance with an imposed code, standard, or regulation, select a product that complies with the standards, codes, or regulations specified.

## **PART 3 - EXECUTION**

### **3.1 INSTALLATION OF PRODUCTS**

- A. Comply with manufacturer's instructions and recommendations for installation of products in the applications indicated. Anchor each product securely in place, accurately located and aligned with other Work.

1. Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

END OF SECTION 01601

## SECTION 01632 - SUBSTITUTIONS - ASBESTOS ABATEMENT

### PART

#### 1 - GENERAL

##### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

##### 1.2 SUMMARY

- A. **This Section includes** administrative and procedural requirements for handling requests for substitutions made after award of the Contract.
- B. **Related Sections:** The following Sections contain requirements that relate to the Section:
  - 1. **Division 1 Section "Reference Standards and Definitions - Asbestos Abatement"** specifies the applicability of industry standards to products specified.
  - 2. **Division 1 Section "Coordination - Asbestos Abatement"** specifies requirements for submitting the Contractor's Construction Schedule.
  - 3. **Division 1 Section "Submittals - Asbestos Abatement"** specifies requirements for submitting the Submittal Schedule.
  - 4. **Division 1 Section "Materials and Equipment - Asbestos Abatement"** specifies requirements governing the Contractor's selection of products and product options.

##### 1.3 DEFINITIONS

- A. **Definitions** in this Article do not change or modify the meaning of other terms used in the Contract Documents.
- B. **Substitutions:** Changes in products, materials, equipment, and methods of construction required by the Contract Documents proposed by the Contractor after award of the Contract are

considered to be requests for substitutions. The following are not considered to be requests for substitutions:

1. Substitutions requested during the bidding period, and accepted by Addendum prior to award of the Contract, are included in the Contract Documents and are not subject to requirements specified in this Section for substitutions.
2. Revisions to the Contract Documents requested by the Owner or Designer.
3. Specified options of products and construction methods included in the Contract Documents.
4. The Contractor's determination of and compliance with governing regulations and orders issued by governing authorities.

## **PART 2 - PRODUCTS**

### **2.1 SUBSTITUTIONS**

**A. Conditions:** The Designer will receive and consider the Contractor's request for substitution when one or more of the following conditions are satisfied, as determined by the Designer. If the following conditions are not satisfied, the Designer will return the requests without action except to record noncompliance with these requirements.

1. Extensive revisions to the Contract Documents are not required.
2. Proposed changes are in keeping with the general intent of the Contract Documents.
3. The request is timely, fully documented, and properly submitted.
4. The specified product or method of construction cannot be provided within the Contract Time.
5. The Designer will not consider the request if the product or method cannot be provided as a result of failure to pursue the Work promptly or coordinate activities properly.
6. The request is directly related to an "or-equal" clause or similar language in the Contract Documents.
7. The requested substitution offers the Owner a substantial advantage, in cost, time, energy conservation, or other considerations, after deducting additional responsibilities the Owner must assume. The Owner's additional responsibilities may include compensation to the Designer for redesign and evaluation services,

increased cost of other construction by the Owner, and similar considerations.

8. The specified product or method of construction cannot receive necessary approval by a governing authority, and the requested substitution can be approved.
9. The specified product or method of construction cannot be provided in a manner that is compatible with other materials and where the Contractor certifies that the substitution will overcome the incompatibility.
10. The specified product or method of construction cannot be coordinated with other materials and where the Contractor certifies that the proposed substitution can be coordinated.
11. The specified product or method of construction cannot provide a warranty required by the Contract Documents and where the Contractor certifies that the proposed substitution provides the required warranty.

**PART 3 - EXECUTION** (Not Applicable)

**END OF SECTION 01632**

## SECTION 01701 - CONTRACT CLOSEOUT - ASBESTOS ABATEMENT

### PART

#### 1 - GENERAL

##### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

##### 1.2 SUMMARY

- A. **This Section includes** administrative and procedural requirements for contract closeout including, but not limited to, the following:
  - 1. Inspection procedures.
  - 2. Project record document submittal.
  - 3. Submittal of warranties.
  - 4. Final cleaning.
- B. **Closeout requirements** for specific construction activities are included in the appropriate Sections in Divisions 2 through 16.

##### 1.3 SUBSTANTIAL COMPLETION

- A. **Preliminary Procedures:** Before requesting inspection for certification of Substantial Completion, complete the following. List exceptions in the request.
  - 1. In the Application for Payment that coincides with, or first follows, the date Substantial Completion is claimed, show 100 percent completion for the portion of the Work claimed as substantially complete.
    - a. Include supporting documentation for completion as indicated in these Contract Documents and a statement showing an accounting of changes to the Contract Sum.
    - b. If 100 percent completion cannot be shown, include a list of incomplete items, the value of incomplete construction, and reasons the Work is not complete.
  - 2. Obtain and submit releases enabling the Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
  - 3. Complete startup testing of systems and instruction of the



Owner's operation and maintenance personnel. Discontinue And remove temporary facilities from the site, along with mockups, construction tools, and similar elements.

4. Complete final cleanup requirements, including touch up painting.
5. Touch up and otherwise repair and restore marred, exposed finishes.

**B. Inspection Procedures:** On receipt of a request for inspection, the Designer will either proceed with inspection or advise the Contractor of unfilled requirements. The Designer will prepare the Certificate of Substantial Completion following inspection or advise the Contractor of construction that must be completed or corrected before the certificate will be issued.

1. The Designer will repeat inspection when requested and assured that the Work is substantially complete.
2. Results of the completed inspection will form the basis of requirements for final acceptance.

#### **1.4 FINAL ACCEPTANCE**

**A. Preliminary Procedures:** Before requesting final inspection for certification of final acceptance and final payment, complete the following; list exceptions in the request.

1. Submit the final payment request with releases and supporting documentation not previously submitted and accepted. Include insurance certificates for products and completed operations where required.
2. Submit an updated final statement, accounting for final additional changes to the Contract Sum.
3. Submit a certified copy of the Designer's final inspection list of items to be completed or corrected, endorsed and dated by the Designer. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance and shall be endorsed and dated by the Designer.
4. Submit consent of surety to final payment.
5. Submit a final liquidated damages settlement statement.

**B. Reinspection Procedure:** The Designer will reinspect the Work upon receipt of notice that the Work, including inspection list items from earlier inspections, has been completed, except for items whose completion is delayed under circumstances acceptable to the Designer.

1. If the Work is incomplete, the Designer will advise the Contractor of Work that is incomplete or of obligations that have not been fulfilled but are required for final acceptance.
2. If necessary, reinspection will be repeated.

## **PART 2 - PRODUCTS (Not Applicable)**

## **PART 3 - EXECUTION**

### **3.1 FINAL CLEANING**

- A. General:** The General Conditions require general cleaning during construction. Regular site cleaning is included in Division 1 Section "Construction Facilities and Temporary Controls." The cleaning in this Section is in addition to cleaning which is part of decontamination work. This section is intended to return the facility to the Owner in presentable condition.
- B. Cleaning:** Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to the condition expected in a normal, commercial building cleaning and maintenance program. Comply with manufacturer's instructions.
  1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion.
    - a. Remove labels that are not permanent labels.
    - b. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other substances that are noticeable vision-obscuring materials.
    - c. Replace chipped or broken glass and other damaged transparent materials.
    - d. Clean exposed exterior and interior hard-surfaced finishes to a dust-free condition, free of stains, films, and similar foreign substances. Restore reflective surfaces to their original condition. Leave concrete floors broom clean. Vacuum carpeted surfaces.

- e. Wipe surfaces of mechanical and electrical equipment.  
Remove excess lubrication and other substances.  
Clean plumbing fixtures to a sanitary condition.  
Clean light fixtures and lamps.
- f. Clean the site, including landscape development areas,  
of rubbish, litter, and other foreign substances.  
Sweep paved areas broom clean; remove stains, spills,  
and other foreign deposits. Rake grounds that are  
neither paved nor planted to a smooth, even-textured  
surface.

**C. Removal of Protection:** Remove temporary protection and facilities installed for protection of the Work during construction.

**D. Compliance:** Comply with regulations of authorities having jurisdiction and safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on the Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from the site and dispose of lawfully.

- 1. Where extra materials of value remain after completion of associated Work, they become the Owner's property.  
Dispose of these materials as directed by the Owner.

**END OF SECTION 01701**

## SECTION 01711 - PROJECT DECONTAMINATION

### PART

#### 1 - GENERAL

##### 1.1 SUMMARY:

- A. **Work of This Section** includes the decontamination of the Work Area which has been, or may have been, contaminated by the elevated airborne asbestos fiber levels generated during abatement activities, or which may previously have had elevated fiber levels due to friable asbestos-containing materials (ACM) in the space.
- B. **Work of This Section** includes the cleaning, decontamination, and removal of temporary facilities installed prior to abatement work, including:
  - 1. Critical Barriers erected by work of Section 01526
  - 2. Decontamination Unit erected by work of Section 01563

##### 1.2 RELATED DOCUMENTS:

- A. **Drawings and general provisions of the Contract**, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to work of this section.

##### 1.3 DESCRIPTION OF REQUIREMENTS:

- A. **General:** Decontamination of the Work Area following asbestos abatement.
- B. **If the asbestos abatement work is on undamaged and non-friable materials** the decontamination procedure is a two step procedure with two cleanings of the Primary Barrier plastic to remove contamination, thus preventing contamination of the building when the Work Area isolation barriers are removed.

##### 1.4 RELATED WORK SPECIFIED ELSEWHERE:

- A. **Removal of Gross Debris** is integral with the performance of abatement work and as such is specified in the appropriate work section(s) of these specifications:

1. Section 02087 Resilient Flooring Removal - Aggressive Asbestos Abatement

## **PART 2 - PRODUCTS (NOT APPLICABLE)**

## **PART 3 - EXECUTION**

### **3.1 START OF WORK:**

- A. **Previous Work:** During completion of the asbestos abatement work specified in other sections, the drop cloth polyethylene sheeting will have been removed and disposed of along with any gross debris generated by the asbestos abatement work.
- B. **Visual inspection:** Perform visual inspections of the work area along with the Project Administrator at each step of the decontamination process.
- C. **Start of Work:** Work of this section begins with the cleaning of the Critical Barrier. At start of work the following will be in place:
  1. **Critical Barrier:** An airtight barrier between the Work Area and other portions of the building or the outside.
  2. **Decontamination Units:** For personnel and equipment in operating condition.

### **3.2 FIRST CLEANING:**

- A. **First Cleaning:** Carry out a first cleaning of all surfaces of the work area including items of remaining sheeting, tools, scaffolding and/or staging by use of damp-cleaning and mopping, and/or a High Efficiency Particulate Air (HEPA) filtered vacuum. (Note: A HEPA vacuum may fail if used with wet material.) Do not perform dry dusting or dry sweeping. Use each surface of a cleaning cloth one time only and then dispose of as contaminated waste. Continue this cleaning until there is no visible debris from removed materials or residue on plastic sheeting or other surfaces.

### **3.3 FINAL CLEANING:**

- A. **Final Cleaning:** Carry out a final cleaning of all surfaces in the Work Area in the same manner as the previous cleaning.
- B. **Contractor's Testing:** At the completion of the above cleaning visually inspect all surfaces. Reclean if any dust, debris, etc. is found. If any debris or dust is found repeat the final cleaning.

### 3.4 VISUAL INSPECTION:

- A. **After Final Cleaning Perform a Complete Visual Inspection** of the entire Work Area.
- B. **Temporary lighting:** Provide a minimum of 100 foot candles (1075 Lumens/sq meter) of lighting on all surfaces in the areas to be subjected to visual inspection. Provide hand held lights providing 150 foot candles (1600 lumen/sq meter) at 4 feet (1.25 meter) capable of reaching all locations in work area.
- C. **Lifts:** Provide ladders, scaffolding, and lifts as required to provide access to all surfaces in the area to be subjected to visual inspection. Access is to allow touching of all surfaces.

### 3.5 REMOVAL OF WORK AREA ISOLATION:

- A. **After all requirements of this section** have been met:
  - 1. Seal HEPA vacuums and similar equipment with 6 mil (0.15 mm) polyethylene sheet and duct tape to form a tight seal at intake end before being moved from Work Area.
  - 2. Remove Personnel Decontamination Unit.
  - 3. Remove the Critical Barriers separating the Work Area from the rest of the building. Remove any small quantities of residual material found upon removal of the plastic sheeting with wet wiping, HEPA filtered vacuum cleaners and local area protection.
  - 4. Remove all equipment, materials, debris from the work site.
  - 5. Dispose of all regulated asbestos-containing waste material (RACM) as specified in Section 02084 Disposal of Regulated Asbestos Containing Material.

### 3.6 SUBSTANTIAL COMPLETION OF ABATEMENT WORK:

- A. **Asbestos Abatement Work is Substantially Complete** upon meeting the requirements of this section including submission of:

1. Certificate of Visual Inspection
2. Receipts Documenting proper disposal as required by Section 02084 Disposal of Regulated Asbestos-Containing Material.
3. Punch list detailing repairs to be made and incomplete items.

### **3.7 CERTIFICATE OF VISUAL INSPECTION:**

**A. Following this section is a "Certificate of Visual Inspection".**

This certification is to be completed by the Contractor and certified by the Project Administrator. Submit completed Certificate with Application for Final Payment. Final payment will not be made until this Certification is executed.

**END OF SECTION - 01711**

**ENVIRONMENTAL TESTING, INC.**  
ASBESTOS ABATEMENT  
FINAL VISUAL INSPECTION CERTIFICATION

PROJECT NAME \_\_\_\_\_ ETI PROJECT # \_\_\_\_\_

PROJECT LOCATION \_\_\_\_\_

WORK AREA \_\_\_\_\_

NUMBER OF PRIOR VISUAL INSPECTIONS THAT FAILED \_\_\_\_\_

(Reason, if failed, can be found in the daily log)

CERTIFICATION OF VISUAL INSPECTION: In accordance with Section 01711 "Project Decontamination" the Contractor's Supervisor hereby certifies that he/she has visually inspected the Work Area (all surfaces including pipes, beams, ledges, walls, ceiling and floor, Decontamination Unit, sheet plastic, etc.) and has found no dust, debris or residue.

The Project Designer, Project Manager, and the Project Monitor, based on thorough visual inspection of the work area, hereby verify that this inspection has been thorough and complete. To best of their knowledge and belief the above mentioned Supervisor's Certification is a true and honest one.

CONTRACTOR'S SUPERVISOR:

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_ License # \_\_\_\_\_

Print Company \_\_\_\_\_

PROJECT DESIGNER:

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_ License # \_\_\_\_\_

Print Company \_\_\_\_\_

PROJECT MANAGER:

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_ License # \_\_\_\_\_

Print Company \_\_\_\_\_

PROJECT MONITOR:

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_ License # \_\_\_\_\_

PROJECT DECONTAMINATION

01711 - 5



Print Company\_\_\_\_\_

## SECTION 02081 - REMOVAL OF ASBESTOS-CONTAINING MATERIALS

### PART

#### 1 - GENERAL

##### 1.1 RELATED DOCUMENTS:

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division - 1 Specification Sections, apply to work of this section.

##### 1.2 RELATED WORK SPECIFIED ELSEWHERE:

- A. Worker Protection requirements are set forth in Section 01560 Worker Protection - Asbestos abatement.
- B. Installation of Critical and Primary Barriers, and Work Area Isolation Procedures are set forth in Section 01526 Temporary Enclosures.
- C. Project Decontamination procedures after removal of the Secondary Barrier are specified in Section 01711 Project Decontamination.
- D. Disposal of asbestos-containing waste is specified in Section 02084 Disposal of Regulated Asbestos-Containing Material.

##### 1.3 SUBMITTALS:

- A. Before Start of Work submit the following to the Designer.
  - 1. Material Safety Data Sheet: Submit Material Safety Data Sheets, or equivalent, in accordance with the OSHA Hazard Communication Standard (29 CFR 1910.1200) for the following:
    - a. Surfactants.
    - b. Encapsulants.
    - c. Solvents.

## **PART 2 - PRODUCTS:**

### **2.1 MATERIALS**

- A. Wetting Materials:** For wetting prior to disturbance of ACM use amended water:
- B. Amended Water:** Provide water to which a surfactant has been added. Use a mixture of surfactant and water which results in wetting of the ACM and retardation of fiber release during disturbance of the material equal to or greater than that provided by the use of one ounce of a surfactant consisting of 50 percent polyoxyethylene ester and 50 percent polyoxyethylene ether mixed with five gallons (19 liters) of water.
- C. Polyethylene Sheet:** A single polyethylene film in the largest sheet size practicable to minimize seams, 6.0 mil (0.15 mm) thick clear, frosted, or black as indicated.
- D. Polyethylene Sheet:** As necessary and/or specified, provide flame resistant polyethylene film that conforms to requirements set forth by the National Fire Protection Association Standard 701, Small Scale Fire Test for Flame-resistant Textiles and Films. Provide largest size possible to minimize seams, 6.0 mil (0.15 mm) thick frosted or black as indicated.
- E. Duct Tape:** Provide duct tape in 2 inch or 3 inch (50mm or 75 mm) widths as indicated, with an adhesive which is formulated to stick aggressively to sheet polyethylene.
- F. Spray Cement:** Provide spray adhesive in aerosol cans which is specifically formulated to stick tenaciously to sheet polyethylene.
- G. Disposal Bags:** Provide 6 mil (0.15 mm) thick leak-tight polyethylene bags labeled as required by Section 02084 Disposal of Regulated Asbestos Containing Material.
- H. Fiberboard Drums:** Provide heavy duty leak tight fiberboard drums with tight sealing locking metal tops.
- I. Paper board Boxes:** Provide heavy duty corrugated paper board boxes coated with plastic or wax to retard deterioration from moisture. Provide in sizes that will easily fit in disposal bags.
- J. Felt:** Standard felt approximately 1/16 inch (1.6 mm) thick and 36 inches (900 mm ) to 72 inches (1800 mm) in width.

## **PART 3 - EXECUTION**

### **3.1 SECONDARY BARRIER:**

**A. Secondary Barrier:** Over the Primary Barrier, install as a drop cloth a clear 6 mil (0.15 mm) sheet plastic in all areas where asbestos removal work is to be carried out. Completely cover floor with sheet plastic. Where the work is within 10 feet (3 m) of a wall extend the Secondary Barrier up wall to ceiling. Support sheet plastic on wall with duct tape, seal top of Secondary plastic to Primary Barrier with duct tape so that debris is unable to get behind it. Provide cross strips of duct tape at wall support as necessary to support sheet plastic and prevent its falling during removal operations.

1. **Install Secondary Barrier** at the beginning of each work shift. Install only sufficient plastic for work of that shift.
2. **Remove Secondary Barrier** at end of each work shift or as work in an area is completed. Fold plastic toward center of sheet and pack in disposal bags. Keep material on sheet continuously wet until bagged.
3. **Install Walkways** of black 6 mil (0.15 mm) plastic between active removal areas and decontamination units to protect Primary Layer from tracked material. Install walkways at the beginning of, and remove at the end of, each work shift.

### **3.2 WORKER PROTECTION:**

**A. Before beginning work** with any material for which a Material Safety Data Sheet has been submitted provide workers with the required protective equipment. Require that appropriate protective equipment be used at all times.

### **3.3 WET REMOVAL:**

**A. Thoroughly wet** ACM to be removed prior to stripping and/or tooling to reduce fiber dispersal into the air. Accomplish wetting by a fine spray (mist) of amended water. Saturate

material sufficiently to wet to the substrate without causing excess dripping. Allow time for amended water to penetrate material thoroughly. If amended water is used, spray material repeatedly during the work process to maintain a continuously wet condition. Perforate outer covering of any installation which has been painted and/or jacketed in order to allow penetration of amended water or use injection equipment to wet material under the covering. Where necessary, carefully strip away while simultaneously spraying amended water on the installation to minimize dispersal of asbestos fibers into the air.

1. **Mist work area continuously** with amended water whenever necessary to reduce airborne fiber levels.
2. **Remove saturated ACM** in small sections from all areas. Do not allow material to dry out. As it is removed, simultaneously pack material while still wet into disposal bags. Twist neck of bags, bend over and seal with minimum three wraps of duct tape. Clean outside and move to Wash Down Station adjacent to Material Decontamination Unit.
3. **Evacuate air from disposal bags** with a HEPA filtered vacuum cleaner before sealing.

**B. Pipe Insulation:** Spray with a mist of amended water. Allow amended water to saturate material to substrate. Cut bands holding preformed pipe insulation, slit jackets at seams, remove and hand-place in a disposal bag. Remove job-molded fitting insulation in chunks and hand place in a disposal bag. Do not drop to floor. Remove any residue on pipe or fitting with stiff bristle nylon hand brush. In locations where pipe fitting insulation is removed from pipe with straight runs insulated with fibrous glass or other non-asbestos-containing fibrous material, remove fibrous material 6" (150 mm) from the point where it contacts the asbestos-containing insulation.

1. **Warning Signs:** Post warning signs at the entry point to active electrical equipment as required by OSHA or other applicable regulation.
2. **Protective Equipment:** Provide workers working on or in the vicinity of active electrical with appropriate protective equipment including insulating gloves, boots, and non-conductive tools.

3. **Work Procedures:** Perform removal work using "Localized Control of Material Release" and "Local Ventilation and Collection System" procedures described below.

#### 3.4 LOCALIZED CONTROL OF MATERIAL RELEASE:

- A. **Pipe Insulation:** HEPA vacuum surface of pipe insulation. Cut bands holding preformed pipe insulation, slit jackets at seams while holding HEPA vacuum under cut, remove and hand-place in a disposal bag. Remove job-molded fitting insulation in chunks, using nozzle of HEPA vacuum to collect debris generated, and hand-place in a disposal bag. Do not drop to floor. Remove any residue on pipe or fitting with wire brush. Brushing toward the nozzle of a HEPA vacuum. In locations where pipe fitting insulation is removed from pipe with straight runs insulated with fibrous glass or other non-asbestos-containing fibrous material, remove fibrous material 6 inches (150 mm) from the point where it contacts the asbestos-containing insulation. Use a two worker crew for work, with one worker removing material and one worker holding the nozzle of a HEPA vacuum in the location of disturbance.

#### 3.5 LOCAL VENTILATION AND COLLECTION SYSTEM:

- A. **Provide local ventilation and collection systems** as described below for each area where amosite or dry ACM is being removed or otherwise disturbed:
  1. **Provide HEPA filtered fan units in addition** to those required by section 01513, in the vicinity of the work. Arrange so that the units exhaust into the Work Area oriented in a direction away from the work. Extend a 12 inch (300 mm) diameter flexible non-collapsing duct from the intake end to a point no more than 4 feet (1200 mm) from any scraping or wire brushing activity.
  2. **Locate intake** of duct so that air flow is horizontally and slightly downward into intake. Replace primary filters on HEPA filtered fan units at an interval of no greater than 30 minutes. Allow no more than one scraping or wire brushing activity per fan unit.

**B. Pipe Insulation - Glove-bag Removal:** Remove ACM inside containment using glove bag according to the following procedure:

1. Use at least two persons to perform glovebag removal operations.
2. Use each glovebag only once
3. Do not move glovebag once it has been mounted in place.
4. Do not use glovebag on surface whose temperature exceeds 150°F (65.6°C ).
5. Check materials adjacent to locations where glovebag will be installed. Wrap damaged (broken lagging, hanging, etc.), loose or friable material in 2 layers of 6 mil (0.15 mm) plastic and "candy-stripe" with duct tape, or render material intact by some other method. Place one layer of duct tape around undamaged pipe at each location where the glove bag will be attached.
6. Slit top of the glove bag open (if necessary) and cut down the sides to accommodate the size of the pipe (about two inches longer than the pipe diameter) and allow additional so that the top of the glove bag will be clear of the pipe after installation.
7. Place necessary tools into pouch located inside glove bag. This will usually include: bone saw, utility knife, rags, scrub brush, wire cutters, tin snips and pre-wetted cloth.
8. Place a strip of duct tape along both edges of the open top slit of glove bag for reinforcement.
9. Place the glove bag around section of pipe to be worked on and staple top together through reinforcing duct tape. Staple down sides approximately 6 inches so that top of the glove bag is clear of pipe. Seal top and sides with duct tape. Next, duct tape the ends of glove bag to pipe itself, where previously covered with plastic or duct tape.
10. Install glovebag so that it completely covers the circumference of pipe or other structures where the work is to be done.

11. Use smoke tube and aspirator bulb to test seal. Place tube into water sleeve (two-inch opening to glove bag) squeezing bulb and filling bag with visible smoke. Remove smoke tube and twist water sleeve closed. While holding the water sleeve tightly, gently squeeze glove bag and look for smoke leaking out, (especially at the top and ends of the glove bag). If leaks are found, tape closed using duct tape and re-test.
12. Insert wand from garden sprayer through water sleeve. Duct tape water sleeve tightly around the wand to prevent leakage.
13. Thoroughly wet material to be worked on with amended water or removal encapsulant and allow to soak in. Wet adequately to penetrate and soak material through to substrate.
14. One person places their hands into the long-sleeved gloves while the second person directs garden sprayer at the work.
15. Use bone saw, if required, to cut insulation at each end of the section to be removed. A bone saw is a serrated heavy gauge wire with ring-type handles at each end. Throughout this process, spray amended water or removal encapsulant on the cutting area to keep dust to a minimum.
16. Remove insulation using putty knives or other tools. Place pieces in bottom of bag without dropping.
17. Rinse all tools with water inside the bag and place back into pouch.
18. Using scrub brush, rags and water, scrub and wipe down the exposed pipe.
19. Thoroughly wash and wipe down interior of glovebag to a point below the location where the bag will be twisted and taped to seal waste in bottom of bag.
20. Remove water wand from water sleeve and attach the small nozzle from HEPA-filtered vacuum. Turn on the vacuum only briefly to collapse the bag.
21. Remove the vacuum nozzle, twist water sleeve closed and seal with duct tape.



22. From outside the bag, pull the tool pouch away from the bag. Place duct tape over twisted portion and then cut the tool bag from the glove bag, cutting through the twisted/taped section. Contaminated tools may then be placed directly into next glove bag without cleaning. Alternatively, tool pouch with the tools can be placed in a bucket of water, opened underwater, and tools cleaned and dried. Discard rags and scrub brush with asbestos waste.
23. With removed insulation in the bottom of the bag, twist the bag several times and tape it to seal material in the bottom during removal of the glove bag from the pipe.
24. Slip a 6 mil (0.15 mm) disposal bag over the glove bag (still attached to the pipe). Remove tape or cut bag and open the top of the glove bag and fold it down into disposal bag.
25. Clean all surfaces in the Work Area using disposable cloths wetted with water with surfactant added. When these surfaces have dried, clean with a HEPA filtered vacuum.
26. Collapse the bag with a HEPA vacuum twist top of bag, seal with at least 3 wraps of duct tape, bend over and seal again with at least 3 wraps of duct tape.

END OF SECTION - 02081

## SECTION 02084 - DISPOSAL OF REGULATED ASBESTOS-CONTAINING MATERIAL

### PART

#### 1 - GENERAL

##### 1.1 RELATED DOCUMENTS:

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification Sections, apply to work of this section.

##### 1.2 RELATED WORK SPECIFIED ELSEWHERE:

- A. Worker protection requirements are set forth in Sections 01560 Worker Protection - Asbestos abatement
- B. Section 01098 Codes, Regulations and Standards - Asbestos Abatement describes applicable federal, state and local regulations.

##### 1.3 DESCRIPTION OF THE WORK:

- A. This section describes the disposal of Regulated Asbestos-Containing Materials (RACM). Disposal includes packaging of Regulated Asbestos-Containing Materials. Disposal must be accomplished by land filling.

##### 1.4 SUBMITTALS:

- A. Before Start of Work: Submit the following.
  - 1. Copy of state or local license for waste hauler.
  - 2. Name and address of landfill where Regulated Asbestos Containing Materials are to be buried. Include contact person and telephone number.
- B. On a weekly basis submit copies of all manifests and disposal site receipts to Designer.
- C. Waste Shipment Record: Maintain a waste shipment record as required by the NESHP regulation which indicates the waste

generator, transporter, and disposal site, and which describes the nature, size, type of container, and form of asbestos waste. Submit to Designer within 35 days of departure from building.

## **PART 2 - PRODUCTS:**

### **2.1 MATERIALS**

**A. Disposal Bags:** Provide 6 mil (0.15 mm) thick leak-tight polyethylene bags labeled with three labels with text as follows:

1. **First Label:** Provide in accordance with 29 CFR 1910.1200(f) of OSHA's Hazard Communication standard:

DANGER  
CONTAINS ASBESTOS FIBERS  
AVOID CREATING DUST  
CANCER AND LUNG DISEASE HAZARD  
BREATHING AIRBORNE FIBERS IS  
HAZARDOUS TO YOUR HEALTH

2. **Second Label:** Provide in accordance with U. S. Department of Transportation regulation on hazardous waste marking. 49 CFR parts 171 and 172. Hazardous Substances

RQ-ASBESTOS WASTE  
CLASS 9  
NA2212-PG III

3. **Third Label:** Provide the name of the waste generator (Owner's name), the location from which the waste was generated and the names and addresses of the contractor and transporter. This label must be durable, able to repel dirt and moisture (e.g., permanent marker). Label must be placed directly on disposal bag(s) in a legible format.

## **PART 3 - EXECUTION**

### **3.1 SEQUENCE**

**A. Comply with the following sections** during all phases of this work:

1. **Section 01560** Worker Protection - Asbestos Abatement
2. **Section 01562** Respiratory Protection

**3.2 GENERAL:**

**A. All waste** is to be hauled by a waste hauler with all required licenses from all state and local authority with jurisdiction. See attached State of Delaware Asbestos Policy and Procedures for disposal of Asbestos-containing Material.

Note: Asbestos (Hazardous Material): Contractor is herewith reminded that under Federal Regulation 49 CFR Part 172 (Department of Transportation Regulations) which went into effect on September 30, 1991, asbestos is considered a hazardous substance (49 CFR Part 172.101 - Hazardous Substance Materials Table). Under the same regulations (49 CFR Part 172.560) hazardous materials placards are required. In compliance with the above, any motor vehicle in which these materials are transported must be operated by a person that has acquired a Commercial Drivers License (CDL) in compliance with DOT.

**B. Liquid waste:** Mix all liquid asbestos-containing waste or asbestos contaminated waste with a bladeable material so that it forms a bladeable (non-liquid) form, and have the concurrence of the landfill operator prior to disposal.

**C. Load all adequately wetted Regulated Asbestos-Containing Material** in disposal bags or leak-tight containers. All materials are to be contained in one of the following

1. Two 6 mil (0.15 mm) disposal bags or
2. Two 6 mil (0.15 mm) disposal bags and a fiberboard drum  
or
3. Sealed steel drum with no bag

**D. Protect interior of truck** or dumpster with Critical and Primary Barriers as described in Section 01526 Temporary Enclosures.

- E. **Carefully load containerized waste** in fully enclosed dumpsters, trucks or other appropriate vehicles for transport. Exercise care before and during transport, to insure that no unauthorized persons have access to the material.
- F. **Warning Signs:** During loading and unloading mark dumpsters, receptacles and vehicles with a sign complying with requirements of the EPA NESHAP regulation (40 CFR Part 61), in a manner and location that a person can read the following legend :

DANGER  
ASBESTOS DUST HAZARD  
CANCER AND LUNG DISEASE HAZARD  
Authorized Personnel Only

- G. **Do not store containerized materials outside of the Work Area.** Take containers from the Work Area directly to a sealed truck or dumpster.
- H. **Do not transport disposal bagged materials on open trucks.** Label drums with same warning labels as bags. Uncontaminated drums may be reused. Treat drums that have been contaminated as Regulated Asbestos-Containing Material and dispose of in accordance with this specification.
- I. **Advise the landfill operator or processor, at least 24 hours in advance of transport, of the quantity of material to be delivered.**
- J. **At disposal site** unload containerized waste:
  - 1. **At a disposal site,** sealed plastic bags may be carefully unloaded from the truck. If bags are broken or damaged, return to work site for rebagging. Clean entire truck and contents using procedures set forth in section 01711 Project Decontamination.
- K. **Retain receipts from landfill or processor for materials disposed of.**
- L. **At completion of hauling and disposal of each load** submit copy of waste manifest, chain of custody form, and landfill receipt to Designer.

END OF SECTION - 02084

## **SECTION 02087 - RESILIENT FLOORING REMOVAL - AGGRESSIVE ASBESTOS ABATEMENT**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS:**

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division - 1 Specification Sections, apply to work of this section.

#### **1.2 RELATED WORK SPECIFIED ELSEWHERE:**

- A. Asbestos abatement project requirements to be completed prior to start of the work of this section are set forth in the following sections:
  - 1. 01503 Temporary Facilities - Asbestos Abatement
  - 2. 01513 Temporary Pressure Differential & Air Circulation System
  - 3. 01526 Temporary Enclosures - Complete Work Except Delete Floor Plastic.
  - 4. 01560 Worker Protection - Asbestos abatement
  - 5. 01562 Respiratory Protection
  - 6. 01563 Decontamination Units
- B. Asbestos abatement project requirements to be completed at completion of the work of this section are set forth in the following sections:
  - 1. 01711 Project Decontamination

#### **1.3 SUBMITTALS:**

- A. **Before Start of Work** submit the following.
  - 1. Material Safety Data Sheet: Submit Material Safety Data Sheets, or equivalent, in accordance with the OSHA Hazard Communication Standard (29 CFR 1910.1200) for all materials proposed for use on the work including:
    - a. Surfactants.
    - b. Adhesive Removal Solvents.

### **PART 2 - PRODUCTS**

## SECTION 02087-RESILIENT FLOORING REMOVAL - AGGRESSIVE ASBESTOS ABATEMENT

### 2.1 MATERIALS

- A. Wetting Materials:** For wetting prior to disturbance of asbestos-containing materials use:
1. **Amended Water:** Provide water to which a surfactant has been added. Use a mixture of surfactant and water which results in wetting of the asbestos-containing material (ACM) and retardation of fiber release during disturbance of the material equal to or greater than that provided by the use of one ounce of a surfactant consisting of 50 percent polyoxyethylene ester and 50 percent polyoxyethylene ether mixed with five gallons (19 liters) of water.
  2. Dishwashing detergent that contains anionic, nonionic, and amphoteric surfactants.
- B. Foam or Viscous Liquid:** Provide material that contains no organic materials, is non-flammable, presents no physical hazard due to reactivity, presents no acute or chronic health hazard, and does not require special skills, knowledge, or equipment for application.
- C. Tile Adhesive Removal Solvent:** Provide a slow-drying solvent intended to remove tile adhesive. Provide material that is not flammable, does not create combustible vapors and has no significant inhalation hazard.
1. Provide materials that have less than 250 g/l of volatile organic solvents (VOCs).
- D. Polyethylene Sheet:** A single polyethylene film in the largest sheet size possible to minimize seams, 6.0 mil (0.15 mm) thick, clear, frosted, or black as indicated.
- E. Duct Tape:** Provide duct tape in 2 inch or 3 inch (50 or 75 mm) widths as indicated, with an adhesive formulated for use on sheet polyethylene.
- F. Spray Cement:** Provide, in aerosol cans, spray adhesive which is formulated for use on sheet polyethylene. Provide materials that do not contain methylene chloride.



## SECTION 02087 - RESILIENT FLOORING REMOVAL - AGGRESSIVE ASBESTOS ABATEMENT

- G. **Disposal Bags:** Provide 6 mil (0.15 mm) thick leak-tight polyethylene bags labeled as required by Section 02084 Disposal of Regulated Asbestos-Containing Material.
- H. **Fiberboard Drums:** Provide heavy duty leak-tight fiberboard drums with tight sealing locking metal tops.
- I. **Steel Drums:** Provide leak-tight steel drums with tight-sealing locking metal tops.
- J. **Injection Molded Plastic Drums:** Provide leak-tight injection-molded plastic drums with tight sealing locking tops.
- K. **Paper board Boxes:** Provide heavy-duty corrugated paperboard boxes coated with plastic or wax to retard deterioration from moisture. Provide in sizes that will easily fit in disposal bags.
- L. **Polyethylene Boxes:** Provide heavy-duty polyethylene boxes. Provide leak-tight boxes or boxes in sizes that will easily fit in disposal bags.

### 2.2 PRIMARY RESILIENT FLOORING REMOVAL EQUIPMENT

- A. **Manual Spades:**
  - 1. Hand operated scraper/chisels with long handles and replaceable blades for removal of resilient flooring.
  - 2. Manufacturer: Subject to compliance with requirements, provide products of one of the following:
    - a. Crain Cutter Co., Inc.                      Various manual  
                                                                 scrapers/strippers  
                                                                 156 So. Milpitas Blvd.  
                                                                 Milpitas, CA 95035  
                                                                 408-946-6100
    - b. Beno J. Gundlach Company      Various manual  
                                                 scrapers/strippers  
                                                 P.O. Box 544  
                                                 Belleville, IL 62222  
                                                 618-233-1781

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- c.   Roofing Equipment, Inc.                      Taylor Tools  
      11075 East 47th Avenue                    "Spud Bar" and other  
      manual scrapers/strippers  
      Denver, CO 80239  
      303-371-7667
  
- d.   Red Devil, Inc.                              "The Slam Scraper"  
      2400 Vauxhall Road  
      Union, NJ 07083-1933  
      201-688-6900 or 800-4-A-DEVIL

### PART 3 - EXECUTION

#### 3.1 RESILIENT FLOOR COVERINGS:

- A.   **Pre-requisite activities:** Before starting removal of ACM using the procedures of this section complete work of the following sections:
  - 1.   01503 Temporary Facilities - Asbestos Abatement
  - 2.   01513 Temporary Pressure Differential & Air Circulation System
  - 3.   01526 Temporary Enclosures - Complete work except delete floor plastic.
  - 4.   01560 Worker Protection - Asbestos abatement
  - 5.   01562 Respiratory Protection
  - 6.   01563 Decontamination Units
  
- B.   **Preparation:** Prior to beginning the removal of any resilient floor covering complete the following:
  - 1.   Remove appliances and furniture from the work area.
  - 2.   Mix a detergent solution (16 ounces (0.5 liters) of liquid dishwashing detergent to 1 gallon (4 liters) of warm water) and pour into a garden sprayer.
  
- C.   **Seal Floor Penetrations:** Before using wet methods to remove resilient flooring, seal openings, and penetrations in the floor to prevent water leakage.
  
- D.   **Remove Resilient Flooring:** Use the three step process described in the following sections:
  - 1.   First Step: "Removal of Resilient Tile Floor Covering"

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2. Second Step: "Removal of Heavy Residue of Adhesive" by hand scraping and mastic solvent.
3. Third Step: "Removal of Adhesive Residue." After completion of the first two steps there will be a thin residue of adhesive left on the floor. This is removed using a additional applications of mastic solvent.
4. At the completion of all work, leave the substrate in such a state as to comply with all requirements and recommendations of manufacturer of replacement flooring.

### 3.2 STEP ONE REMOVAL OF RESILIENT TILE FLOOR COVERING:

#### A. Remove resilient tile floor covering using the following procedure:

1. General:
  - a. Remove binding strips or other restrictive molding from doorways, walls, etc. clean and dispose of as non-asbestos waste. Dispose of any materials that have glue or floor mastic on them as asbestos-containing waste.
2. Wet Floor:
  - a. Wet floor with amended water, or detergent solution, so that entire surface is wet. Do not allow to puddle or run off to other areas. Cover with sheet polyethylene to allow humidity to release tile from floor. Allow time for humidity and water to loosen tiles prior to removal.
  - b. Keep floor continuously wet throughout removal operation.
  - c. Remove tiles using a manual spade. Continuously mist floor in area. Wet any debris generated as necessary to keep continuously wet. Keep floor where tile has been removed continuously wet until after completion of heavy adhesive residue removal.

#### B. Debris and Waste

1. Dispose of all friable materials in accordance with Section 02084 Disposal of Regulated Asbestos containing Material . Dispose of Category I non-friable waste in accordance with State and Local Regulations.
2. Pick up whole tiles, stack, place in boxes or wrap in felt, and place in labeled disposal bags. At the

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Contractor's option tiles may be placed directly into durable leak-tight containers.

3. Shovel broken tiles and debris into cardboard boxes that are placed in a disposal bag, or place directly in steel leak-tight drums.
4. Place bagged waste in a second disposal bag during decontamination and dispose of waste as required by Section 02084 Disposal of Regulated Asbestos-Containing Material.

### 3.3 STEP TWO - REMOVAL OF HEAVY RESIDUE OF ADHESIVE (if ACM):

- A. Remove the heavy residue of adhesive left after removal of resilient tile flooring using the following procedure. If the residual adhesive is sufficiently thin that a slurry removal can effectively remove the mastic, this step may be skipped and step three started.
  1. Dampen Floor
    - a. Dampen floor by misting with amended water, or detergent solution so that entire surface is wet. Do not allow to puddle or run off to other areas.
    - b. Keep floor continuously damp throughout removal operation.
  2. Adhesive Removal:
    - a. Begin removal at a point farthest from the entrance to the work area. Work of this step may proceed concurrently with work of removal of tile.
    - b. Remove heavy residue of adhesive backing using a mastic removal solvent.
  3. Disposal and Debris
    - a. Dispose of all friable materials in accordance with Section 02084 Disposal of Regulated Asbestos containing Material . Dispose of Category I non-friable waste in accordance with State and Local Regulations.
    - b. Pick up scrapings and debris and deposit in a disposal bag or closed impermeable container and dispose of as required by Section 02084 Disposal of Regulated Asbestos-Containing Waste
  4. Wet vacuum standing water with HEPA wet/dry vacuum.
  5. Mop floor with amended water, or liquid detergent solution to remove all debris and residue.

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6. Start in the corner of the room farthest from the entrance door and moisten an area of the adhesive approximately 3 by 10 feet (1 m by 3 m) with amended water, or detergent solution. Wet scrape with a stiff-bladed wall or floor scraper removing ridges and any loose adhesives until only a thin smooth film remains. Where deposits are heavy or difficult to scrape, heat with a hot-air blower prior to scraping.
  - a. Dispose of all friable materials in accordance with Section 02084 Disposal of Regulated Asbestos Containing Material. Dispose of Category I non-friable waste in accordance with State and Local Regulations.
7. Wet vacuum standing water with HEPA wet/dry vacuum.
8. Mop floor with amended water, or liquid detergent solution to remove all debris and residue.
9. Continue the above steps until the adhesive is sufficiently reduced in thickness that it can be effectively removed with shot/bead blast equipment.

### 3.4 STEP THREE - REMOVAL OF ADHESIVE RESIDUE (if ACM):

- A. After removal of resilient flooring and any heavy residue of adhesive, mastic, or backing material, in the previous step, remove all residue of adhesive from the floor using the following procedure:
  1. Allow floor to dry after completion of the wet removal procedures used in previous steps.
  2. Begin removal at a point farthest from the entrance to the work area.
  3. Remove adhesive residue by mastic removal solvent.

### 3.5 ADHESIVE SOLVENT:

- A. **Adhesive:** Remove adhesive residue by using adhesive removal solvents. Use solvents in accordance with manufacturers' instructions. Saturate adhesive with removal solvent and allow adhesive to soften. Remove by scraping, wet sanding, or wet scrub with floor cleaning machine with abrasive pad. Provide worker protection as required by material safety data sheet (MSDS) for any material used.

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1. Mop floor with removal solvent as required by manufacturer's directions as required to completely remove all residue of adhesive.
2. Clean Floor after completion of removal of ACM by wet mopping with amended water. Mop three times allowing a drying time between each mopping.
3. Dispose of all rags, plastic sheet, etc. in accordance with requirements of Section 02084 "Disposal of Regulated Asbestos-Containing Material".

**B. Decontaminate Equipment:** After the completion of all work, decontaminate all equipment and machinery used for work of this section. Accomplish decontamination as required by the section on Project Decontamination.

### **3.6 WORK AREA CLEARANCE:**

- A.** After completion of all resilient flooring and adhesive removal work and prior to removal of critical barriers, decontamination units, and shut down of pressure differential and ventilation system; complete project decontamination and clearance in accordance with section 01711 "Project Decontamination."

**END OF SECTION 02087**

SECTION 01014 - SUMMARY OF WORK - LEAD-COATED CERAMIC BLOCK  
PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Project consists of removal of lead-based ceramic block from the kitchen area of Polytech High School.

1. Project Location: 823 Walnut Shade Road, Woodside, Delaware.

2. Owner: Polytech School District

- B. Summary of Work Documents, dated November 9, 2015 were prepared for the Project by Environmental Testing, Inc, 100 South Cass Street, Middletown, Delaware.

- C. The Work consists of the removal of lead-based ceramic block from the kitchen area of Polytech High School prior to construction work by other contractors. **Results of sampling by Environmental Testing, Inc. with an XRF analyzer indicate that lead-based wall surfaces (those containing lead at concentration above 1.0 mg/cm<sup>2</sup>) are present in the ceramic wall surfaces in the kitchen. Note: to control lead dust, demolition of specified wall areas will be conducted in a separate containment from the asbestos containment. Final clearance Lead wipe testing of containment surfaces will be conducted inside the lead abatement area. See drawing for designation of lead-glazed walls to be removed.**

General Work Area Set-up: Post warning signs at all entrances to the work area.

Provide a three-stage decontamination chamber with hot and cold shower for workers and others use at the job site as per the lead standard (29 CFR 1926.62).

Provide worker protection and respiratory protection as per the lead standard (29 CFR 1926.62).

Provide air filtration units with HEPA filters in sufficient number

to achieve four air changes per hour. Pressure differential units shall be installed, with one backup unit, sufficient to achieve -0.02" H<sub>2</sub>O pressure differential as indicated by strip chart manometer.

Fall protection equipment will be utilized as required by OSHA.

Prior to abatement, a pre-work inspection will be performed by the Owner's Representative to ensure compliance with specifications.

Following removal of interior lead-coated walls, surfaces will be HEPA vacuumed and wet wiped with Tri-sodium Phosphate (TSP) to remove remaining lead dust.

#### Mechanical Removal:

**Removal of Ceramic walls: Note: If partial wall surfaces or adjoining walls are to be removed by the abatement contractor, the wall surface to be removed will be marked by the Construction Management Company and the abatement contractor shall carefully score/cut the block wall surface to be removed in a manner that does not damage the adjoining surface that is to remain.** Removal of ceramic block walls in the kitchen area may be conducted by use of chipping hammer or other mechanical means inside the asbestos abatement containment with air filtration. This work should be isolated and separately contained within the asbestos work area and cleaning. The ceramic wall/lead contaminated debris will be recovered and properly disposed. Prior to clearance testing, a visual inspection will be conducted by ETI to ensure that surface dust has been properly removed. Clearance wipe testing will then be conducted to ensure that the areas have been properly decontaminated. Following EPA criteria, work area surfaces will be decontaminated to a clearance level of 40 micrograms per square foot. Prior to disposal, the ceramic tile debris will be tested by TCLP for determination as Hazardous Waste.

The contractor shall assume full responsibility and liability for compliance with all applicable Federal, State, and local regulations pertaining to work practices, hauling, disposal, and protection of workers, visitors to the site, and persons occupying areas adjacent to the site.

The contractor is responsible for providing medical examinations and maintaining medical records of personnel (see Section 01555) as required by the applicable Federal, State and local regulations (see Sections 01093 and 01094). The contractor shall hold the Owner, construction manager, general contractor, and Environmental Testing, Inc. harmless for failure to comply with any applicable work, hauling, disposal, safety, health, or other regulation on the part of himself,



his employees or his subcontractors.

The contractor shall comply with all aspects of the construction industry lead standard (29 CFR 1926.62) including the following:

- 1) exposure assessment;
- 2) protection of employees during assessment of exposure.

The employer shall implement engineering and work practice controls, to reduce and maintain employee exposure to lead to or below the permissible exposure limit inside the work area and to prevent contamination of clean areas outside the work area. These methods shall include use of wet methods and proper work practices, work area containment, HEPA vacuuming, and proper decontamination of workers and work sites.

- C. The Work will be constructed under a single prime contract. The contractor will begin work and complete all work as soon as possible to allow follow-up work by other contractors to occur.

1.3 PLAN OF ACTION: If methods differ from the described methods or if more detail is required to comply with the requirement of the OSHA Lead Standard (29 CFR 1926.62) submit a detailed job-specific plan of the procedures proposed for use in complying with the requirements of this specification as per the construction industry lead standard (29 CFR 1926.62; see Section 01555 1.9). Include in the plan the location, size, layout and details of the work areas. Include the sequencing of work, the interface of trades involved in the performance of work, methods to be used to assure the safety of building occupants and visitors to the site, disposal plan including location of approved disposal site (if waste is characterized as Hazardous Waste based on testing by the Toxicity Characteristic Leachate Procedure-TCLP), and a detailed description of the methods to be employed to control pollution. Method of removal to reduce lead dust generation in the work area, and packaging of removed lead paint, dust and debris. Describe the methods that will be used to comply with OSHA requirements including submission of exposure monitoring to demonstrate adequacy of respiratory and worker protection equipment selected. The plan must be approved prior to commencement of work.

1.4 EXAMINATION: Prior to commencement of work, examine areas in which work will be performed. Prepare a listing of damage to structure, surfaces, equipment or of surrounding properties which could be misconstrued as damage resulting from the work.

- 1.5 POTENTIAL LEAD HAZARD: The disturbance or dislocation of lead-based painted materials may cause lead dust to be released into the building's atmosphere, thereby creating a potential health hazard to workers and building occupants. Apprise all workers, supervisory personnel, subcontractors and consultants who will be at the job site of the seriousness of the hazard and of proper work procedures which must be followed.

Where in the performance of the work, workers, supervisory personnel, subcontractors, or consultants may encounter, disturb, or otherwise function in the immediate vicinity of any identified lead-based paint, take appropriate continuous measures as necessary to protect all building occupants from the potential hazard of exposure to lead dust. Such measures shall include the procedures and methods described herein, and compliance with regulations and guidelines of applicable federal, state and local agencies.

- 1.6 STOP WORK: If the Owner presents a written or verbal stop work order, or if stop work levels as set forth in the Contract Documents are exceeded immediately and automatically stop all work. Do not recommence work until authorized in writing by the Owner or Designer.

1.7 LEAD BASED PAINTED SURFACES:

- A. Lead-based paint is present on various metal and ceramic tile surfaces as previously indicated.
- B. Separate Contract: The Owner is awarding separate contracts for performance of certain construction operations at the site.
- C. Cooperate fully with separate contractors so that work under those contracts may be carried out smoothly, without interfering with or delaying work under this Contract.

1.8 CONTRACTOR USE OF PREMISES

- A. General: During the construction period the demolition Contractor shall have full use of the exterior work area for abatement operations.

1.9 WORK SEQUENCE

- A. The Work will be conducted in accordance with the schedule provided in the contract documents.
- B. Use of the Site: Limit use of the premises to work in areas indicated. Confine operations to areas within contract limits indicated. Do not disturb portions of the site beyond the areas in which the Work is indicated.
  - 1. Owner Occupancy: Allow for Owner occupancy and use by the public.
  - 2. Driveways and Entrances: Keep driveways and entrances serving the premises clear and available to the Owner, the Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
  - 3. Lock automotive type vehicles, such as passenger cars and trucks and other mechanized or motorized construction equipment, when parked and unattended, so as to prevent unauthorized use. Do not leave such vehicles or equipment unattended with the motor running or the ignition key in place or accessible to unauthorized persons.
  - 4. Do not unreasonably encumber the site with materials or equipment. Confine stockpiling of materials and location of storage sheds to the areas indicated. If additional storage is necessary obtain and pay for such storage off site.
- C. Use of the Existing Building: Maintain the existing building in a weather-tight condition throughout the construction period. Repair damage caused by construction operations. Take all precautions necessary to protect the building and its occupants during the construction period.
  - 1. Keep public areas such as hallways, stairs and toilet rooms free from accumulation of waste, rubbish or construction debris.
  - 2. No Smoking or open fires will be permitted within the building enclosure or on the premises.
  - 3. Use of Toilet Room: Except for toilet rooms designated for use by the Contractor's personnel, use of existing toilets within the building, by the Contractor and his personnel, will not

be permitted.

1.10 OCCUPANCY REQUIREMENTS

- A. Partial Owner Occupancy: The Owner will occupy portions of the site and existing building during the entire construction period. Cooperate with the Owner during construction operations to minimize conflicts and facilitate owner usage. Perform the Work so as not to interfere with the Owner's operations.

1.11 Submittals: Before the Start of Work: Submit the following to the General Contractor for review.

- A. Plan of Action: Submit as a written report in the same manner as product data.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01014

SECTION 01093 - REFERENCE STANDARDS AND DEFINITIONS -  
LEAD-BASED PAINT

PART 1 GENERAL:

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. Indicated: The term indicated refers to graphic representations, notes, or schedules on the Drawings, or other paragraphs or Schedules in the Specifications, and similar requirements in the Contract Documents. Terms such as shown, noted, scheduled, and specified are used to help the reader locate the reference. Location is not limited.
- C. Directed: Terms such as directed, requested, authorized, selected, approved, required, and permitted mean directed by the Designer, requested by the Designer, and similar phrases.
- D. Approved: The term approved, when used in conjunction with the Designer's action on the Contractor's submittals, applications, and requests, is limited to the Designer's duties and responsibilities as stated in the Conditions of the Contract.
- E. Regulations: The term regulations includes laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, as well as rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. Furnish: The term furnish means supply and deliver to the Project Site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. Install: The term install describes operations at the Project Site including the actual unloading, unpacking, assembly, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- H. Provide: The term provide means to furnish and install, complete and ready for the intended use.
- I. Installer: An installer is the Contractor or another entity engaged by the Contractor, either as an employee, subcontractor,

or contractor of lower tier, to perform a particular construction activity, including installation, erection, application, and similar operations. Installers are required to be experienced in the operations they are engaged to perform.

a. The term experienced, when used with the term Installer, means having a minimum of 5 previous projects similar in size and scope to this Project, being familiar with the special requirements indicated, and having complied with requirements of the authority having jurisdiction.

J. Trades: Using terms such as carpentry does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as carpenter. It also does not imply that requirements specified apply exclusively to trades persons of the corresponding generic name.

L. Project Site: is the space available to the Contractor for performing construction activities, either exclusively or in conjunction, with others performing other work as part of the Project. The extent of the Project Site is the 1916 wing of the building as shown on the Drawings and may or may not be identical with the description of the land on which the Project is to be built.

M. Testing Agencies: A testing agency is an independent entity engaged to perform specific inspections or tests, either at the Project Site or elsewhere, and to report on and, if required, to interpret results of those inspections or tests.

N. Designer: This is the entity described as the "Architect" in AIA Document A201 "General Conditions of the Contract for Construction," or is the entity described as "Engineer" in Engineers Joint Contract Document Committee (EJCDC) Document 1910-8 "Standard General Conditions of the Construction Contract." All references to Architect or Engineer in the Contract Documents in all cases refer to the Designer. The Designer will represent the Owner during construction and until final payment is due. The Designer will advise and consult with the Owner. The Owner's instructions to the Contractor will be forwarded through the Designer.

O. Project Monitor: This is the entity described as the "Project Representative" in AIA Document A201 "General Conditions of the Contract for Construction," or is the entity described as "Engineer" in Engineers Joint Contract Document Committee (EJCDC) Document 1910-8 "Standard General Conditions of the Construction Contract." The Project Monitor is a full time representative of the Owner at the job site.

1. The Project Monitor has the authority to stop the work upon

verbal order if requirements of the Contract Documents are not met, or if in the sole judgement of the Project Monitor or the Designer, the Owner, the interests of the Owner, safety of any person or the Owner's property are jeopardized by the work.

P. Project Manual: A bound manual consisting of the General Conditions, the Supplementary Conditions, any Special Conditions and the specification sections.

Q. Substantial Completion: The work of this contract is substantially complete when clearance criteria set forth in the Contract Documents are met and the work area may be occupied by the Owner.

### 1.3 DEFINITIONS RELATIVE TO LEAD BASED PAINT ABATEMENT:

1. Accreditation: A formal recognition that an organization (e.g. laboratory) is competent to carry out specific tasks or type of tests.

2. Accredited laboratory: A laboratory that has been evaluated and given approval to perform a specified measurement or task (such as the National Lead Laboratory Accreditation Program), usually for a specific property or analyze for a specified period of time.

3. Accredited Training Provider: means a training provider that meets the standards established by EPA to train risk assessors, inspectors, supervisors, and workers.

4. Adhesion: the ability of dry paint or other coating to attach to or remain fixed on a surface without blistering, flaking, cracking, or being removed by tape.

5. Blank: A non-exposed sample of the medium used for testing, such as a wipe or filter, which is analyzed like other samples to determine whether (1) samples are contaminated with lead before samples are collected (e.g., at the factory, or at the testing site), (2) the samples are contaminated after sample collection (e.g., during transportation to the laboratory or in the laboratory).

6. Breathing Zone: A hemisphere forward of the shoulders with a radius of approximately 6 to 9 inches around the nose and mouth of the face.

7. Ceiling Concentration: The concentration of an airborne substance that shall not be exceeded.

8. Certified Industrial Hygienist (C.I.H.): An industrial hygienist certified by the American Board of Industrial Hygiene.

9. CFR - The Code of Federal Regulations: The basic component of the Federal Register publication system. The CFR is a codification of the regulations of the various Federal Agencies.
10. Common Area: A room or area that is accessible to all tenants in a project (e.g., hallway, boiler room). Generally, any area that is not kept locked.
11. Competent Person: An agent of the Contractor who is a Competent Person as defined by OSHA in 29 CFR 1926.62. This person must be capable of identifying existing and predictable lead hazards in the surroundings or working conditions and who has authorization by the Contractor to take prompt corrective measures to eliminate them.
12. Detection Limit: The minimum of a component that a method can reliably measure.
13. Exposure Monitoring: The personal air monitoring of an employee's breathing zone to determine the amount of contaminant (e.g. lead) to which he/she is exposed.
14. Federal Register: A document published daily by the Federal government that contains either proposed or final regulations.
15. Hazardous Waste: As defined in RCRA the term "hazardous waste" means a solid waste, or combination of solid wastes, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may:
- a. Cause, or significantly contribute to an increase in mortality or an increase in serious irreversible, or incapacitating reversible, illness; or
  - b. Pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, or disposed of, or otherwise managed.
  - c. As defined in the regulations, a solid waste is hazardous if it meets one of four conditions:
    - i. Exhibits a characteristic of a hazardous waste (40 CFR Sections 261.20 through 262.24).
    - ii. Has been listed as hazardous (40 CFR Section 261.31 through 261.33).
    - iii. Is a mixture containing a listed hazardous waste and a non-hazardous solid waste (unless the mixture is specifically excluded or no longer exhibits any of the characteristics of hazardous waste).



- iv. Is not excluded from regulation as a hazardous waste.
16. HEPA - High Efficiency Particulate Air: A filter capable of filtering out particles of 0.3 microns or greater from a body of air at 99.97% efficiency or greater.
17. High Phosphate Detergent: Detergent which contains at least 5% tri-sodium phosphate (TSP).
18. Landfill: A disposal facility or part of a facility where hazardous waste is placed in or on land and which is not a land treatment facility, a surface impoundment, or an injection well.
19.  $\mu\text{g}$  - Micrograms: The prefix "micro-" means "1/1,000,000 of" (one millionth of). A microgram is 1/1,000,000 of a gram and 1/1,000 of a milligram. A microgram is equal to about 35/1,000,000,000 (thirty-five billionths) of an ounce. 28,400,000  $\mu\text{g}$  are equal to 1 ounce.
20. Negative Pressure Respirator: A respirator in which the air pressure inside the respiratory-inlet covering is positive during exhalation in relation to the air pressure of the outside atmosphere and negative during inhalation in relation to the air pressure of the outside atmosphere.
21. Personal Monitoring: Sampling of the lead dust concentrations within the breathing zone of an employee.
22. Personal Samples (for sampling lead dust): Air samples collected from within the breathing zone of a worker, but outside the respirator. The samples are collected with a personal sampling pump, pulling 1 to 4 liters/minute of air.
23. Protection Factor: The ratio of the ambient concentration of an airborne substance to the concentration of the substance inside the respirator at the breathing zone of the wearer. The protection factor is a measure of the degree of protection provided by a respirator to the wearer.
24. Respirator: A device designed to protect the wearer from the inhalation of harmful atmospheres.
25. Solid Waste: As defined in RCRA the term "solid waste" means any garbage, refuse, sludge from a waste treatment plant, water supply treatment plant, or air pollution control facility and other discarded material, including solid, liquid, semisolid, or contained gaseous material resulting from industrial, commercial, mining, and agricultural operations, and from community activities, but does not include solid or dissolved material in domestic sewage, or solid or dissolved materials in irrigation return flows or industrial discharges which are point sources subject to permits under the Clean Water Act, or special nuclear or byproduct material as defined by the Atomic Energy Act of 1954.

26. TCLP (Toxicity Characteristic Leaching Procedure): A test, called the extraction procedure, that is designed to identify wastes likely to leach hazardous concentrations of particular toxic constituents into the ground water as a result of improper management. It is a characteristic of hazardous waste.
27. Time Weighted Average (TWA): The average concentration of a contaminant in air during a specific time period.
28. TSP: Acronym for tri-sodium phosphate.
29. ULPA - Ultra Low Particulate Air: Means a filter capable of filtering out particles of 0.13 microns or greater from a body of air at 99.9995% efficiency or greater.
30. Wet Cleaning (Wet Detergent Wash): The process of eliminating lead dust contamination from building surfaces and objects by using cloths, mops, or other cleaning utensils which have been dampened with a solution of water and trisodium phosphate (TSP) or appropriate substitute and afterwards thoroughly decontaminated or disposed of as lead contaminated waste.
31. Work Area: The area where lead based paint abatement or related work is performed which is defined and/or isolated to prevent the spread of lead dust, or debris, and entry by unauthorized personnel.
32. Work Practice: A procedure followed by workers that is intended to minimize exposure to the worker and the environment.

#### 1.4 SPECIFICATION FORMAT AND CONTENT EXPLANATION

1. Specification Format: These Specifications are organized into Divisions and Sections based on the Construction Specifications Institute's 16-Division format and MASTERFORMAT numbering system.

#### 1.5 INDUSTRY STANDARDS

1. Applicability of Standards: Except where the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
2. Publication Dates: Comply with the standards in effect as of the date of the Contract Documents.
3. Conflicting Requirements: Where compliance with 2 or more standards is specified and where the standards may establish different or conflicting requirements for minimum quantities or

quality levels, refer requirements that are different but apparently equal and uncertainties to the Designer for a decision before proceeding.

- a. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of the requirements. Refer uncertainties to the Designer for a decision before proceeding.
4. Copies of Standards: Each entity engaged in construction on the Project is required to be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
  - a. Where copies of standards are needed to perform a required construction activity, the Contractor shall obtain copies directly from the publication source.
5. Abbreviations and Names: Trade association names and titles of general standards are frequently abbreviated. Where such acronyms or abbreviations are used in the Specifications or other Contract Documents, they mean the recognized name of the trade association, standards-generating organization, authority having jurisdiction, or other entity applicable to the context of the text provision. Refer to the "Encyclopedia of Associations," published by Gale Research Co., available in most libraries.

CFR Code of Federal Regulations

(Available from the Government Printing Office)

N. Capitol St. between G and H St. NW

Washington, DC 20402

(202) 783-3238

(Material is usually first published in the "Federal Register")

CPSC Consumer Product Safety Commission

5401 Westbard Ave.

Bethesda, MD 20207 (800) 638-2772

EPA Environmental Protection Agency

401 M St., SW

Washington, DC 20460

(202) 382-2090

HUD Department of Housing and Urban Development

Office of Lead-Based Paint Abatement and Poisoning Prevention

Room B-133

451 7th St. SW, Washington, DC 20410

(202) 755-1805

MSHA Mine Safety and Health Administration

(U.S. Department of Commerce)

4015 Wilson Blvd  
Arlington, VA 22203

(703) 235-1565

NIOSH National Institute of Occupational Safety and Health  
U.S. Dept. of Labor, Room N-3718  
200 Constitution Ave, N.W.  
Washington, D.C. 20210

(800) 35-NIOSH

NIST National Institute of Standards and Technology  
(U.S. Department of Commerce)  
Gaithersburg, MD 20899

(301) 975-2000

OSHA Occupational Safety and Health Administration  
(U.S. Department of Labor)  
200 Constitution Ave., NW  
Washington, DC 20210

(202) 219-6091

#### 1.6 SUBMITTALS

- A. Permits, Licenses, and Certificates: For the Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established in conjunction with compliance with standards bearing upon performance of the Work.

END OF SECTION 01093

## SECTION 01094 - CODES, REGULATIONS AND STANDARDS - LEAD-BASED PAINT

### PART

#### 1 - GENERAL

##### 1.1 RELATED DOCUMENTS:

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division-1 Specification sections, apply to this section.

##### 1.2 SUMMARY

This section sets forth governmental regulations and industry standards which are included and incorporated herein by reference and made a part of the specification. This section also sets forth those notices and permits which are known to the Owner and which either must be applied for and received, or which must be given to governmental agencies before start of work.

- A. Requirements include adherence to work practices and procedures set forth in applicable codes, regulations, guidelines and standards.
- B. Requirements include obtaining permits, licenses, inspections, releases and similar documentation, as well as payments, statements and similar requirements associated with codes, regulations, and standards.

##### 1.3 CODES AND REGULATIONS

- A. General Applicability of Codes and Regulations, Guidelines and Standards: Except to the extent that more explicit or more stringent requirements are written directly into the contract documents, all applicable codes, regulations, guidelines and standards have the same force and effect (and are made a part of the contract documents by reference) as if copied directly into the contract documents, or as if published copies are bound herewith.
- B. Contractor Responsibility: The Contractor shall assume full responsibility and liability for the compliance with all applicable Federal, State, and local regulations pertaining to work practices, hauling, disposal, and protection of workers, visitors to the site, and persons occupying areas adjacent to the site. The Contractor is responsible for providing medical examinations and maintaining medical records of personnel as required by the applicable Federal, State, and local regulations. The Contractor shall hold the Owner and Designer

harmless for failure to comply with any applicable work, hauling, disposal, safety, health or other regulation on the part of himself, his employees, or his subcontractors.

C. Federal Requirements: which govern lead based paint abatement work or hauling and disposal of hazardous waste materials include but are not limited to the following:

1. OSHA: U.S. Department of Labor, Occupational Safety and Health Administration, (OSHA), including but not limited to:

- 29 CFR 1910.134 -Respiratory Protection
- 29 CFR 1926.20 -General safety and health provisions;
- 29 CFR 1926.21 -Safety training and education;
- 29 CFR 1926.23 -First Aid
- 29 CFR 1926.24 -Fire Protection
- 29 CFR 1926.25 -Housekeeping;
- 29 CFR 1926.28 -Personal protective equipment;
- 29 CFR 1926.51(f) - Washing facilities;
- 29 CFR 1926.55 -Gases, vapors, fumes, dusts, and mists;
- 29 CFR 1926.56 -Illumination
- 29 CFR 1926.57 -Ventilation;
- 29 CFR 1926.59 -Hazard Communication Standard;
- 29 CFR 1926.62 -Lead Construction Standard
- 29 CFR 1926.103 -Respiratory protection;
- 29 CFR 1926.353 -Ventilation: Welding, cutting or heating of metals of toxic significance.
- 29 CFR 1926.300, -Hand and power tools.  
301, 302
- 29 CFR 1926.451 -Scaffolding
- 29 CFR 1926.500, -Fall Protection

502, 503

2. DOT: U. S. Department of Transportation, including but not limited to:

49 CFR 171 and 172 -Hazardous Substances

3. EPA: U. S. Environmental Protection Agency (EPA), including but not limited to:

40 CFR 260, 261, Resource Conservation and  
Recovery Act (RCRA)  
262, 263 and 264

4. HUD: Department of Housing and Urban Development

24 CFR 35, 905, -Lead Based Paint Hazard Elimination;  
Interim Rule  
941, 965 and 968

- D. State Requirements: which govern lead based paint abatement work or hauling and disposal of hazardous waste materials include but are not limited to the following:

*1. State of Delaware - Regulations Governing Lead-based Paint Hazards adopted by the Secretary of Delaware Health and Social Services, effective August 11, 1998. Establish standards for regulation of lead-based paint hazard control activities including:*

- training and certification*
- work standards*
- accreditation of training programs*
- procedures for enforcement*

*Note: Regulations with respect to Training Programs and Certification of individuals and firms engaged in Lead-based paint activities were required as of August 30, 1999.*

- E. Local Requirements: Abide by all local requirements which govern lead abatement work or hauling and disposal of hazardous waste materials.
- F. Building Codes: Comply with applicable provision of state and/or local building codes that govern any part of the work.

#### 1.4 PERMITS:

- A. Permit: All hazardous waste is to be transported by an entity maintaining a current "Industrial waste hauler permit" as required for transporting of waste materials to a disposal site.
- B. Building Permit: Secure all necessary building permits as required by state and/or local building codes.

#### 1.5 POSTING AND FILING OF REGULATIONS

- A. Posting and Filing of Regulations: Post all notices required by applicable federal, state and local regulations. Maintain two (2) copies of applicable federal, state and local regulations and standards. Maintain one copy of each at job site. Keep on file in contractor's office one copy of each.

#### 1.6 SUBMITTALS:

- A. Before Start of Work: Submit each item in this article to the Designer. No work shall begin until these submittals are returned with Designer's stamp indicating that the submittal has been received.
  - 1. Permits, Licenses, and Certificates: For the Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, and similar documents, correspondence and records established in conjunction with compliance with standards and regulations bearing upon performance of the Work including:
  - 2. State and Local Regulations: Submit copies of codes and regulations applicable to the work.
  - 3. Permits: Submit copies of current valid permits required by state and local regulations.
  - 4. Licenses: Submit copies of all State and Local licenses and permits necessary to carry out the work of this contract.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION - 01094



## SECTION 01421 - PROJECT CLEARANCE - LEAD-BASED PAINT

### PART - GENERAL

#### 1.1 RELATED DOCUMENTS:

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division - 1 Specification Sections, apply to work of this section.
  - 1. Visual Inspection: Required as a prerequisite of sampling is set forth in Section 01715 Project Decontamination.

#### 1.2 DESCRIPTION OF THE WORK

- A. Not in Contract Sum: This section describes work being performed by the Owner's Project Monitor. This work is not in the Contract Sum.
- B. Surface Wipe Testing: This section sets forth required soil lead content measurements conducted on interior abatement projects which will be used to:
  - 1. Support pre-and post-abatement comparisons, and
  - 2. Determine if surface dust lead content is below clearance criteria.

#### 1.3 ANALYTICAL METHODS:

- A. Atomic Absorption Spectroscopy (AAS) or Inductively Coupled Plasma (ICP) Emission Spectroscopy will be used for analysis of:
  - 1. Surface lead dust wipe samples

#### 1.4 VISUAL INSPECTION:

- A. Work of this section will not begin until the visual inspection described in section 01715 Project Decontamination has been completed and certified by the project monitor.

#### 1.5 CLEARANCE CRITERIA:

- A. Clearance: Remediation is complete when every sample is at or below the following levels. If clearance levels are not satisfactory, the remediation is incomplete and additional remediation per section 02066 is required at no additional cost to the owner.

- |    |               |                            |
|----|---------------|----------------------------|
| 1. | Floors:       | 40 parts per million (ppm) |
| 2. | Window Sills: | 250 ppm                    |
| 3. | Window wells: | 400 ppm                    |

1.6. SCHEDULE OF SAMPLES: At the completion of hazard reduction the following samples will be collected.

- One sample in each work area.

PART 2 - PRODUCT (NOT APPLICABLE)

PART 3 - EXECUTION (NOT APPLICABLE)

END OF SECTION - 01421

## SECTION 01555 - WORKER PROTECTION - LEAD-BASED PAINT

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS:

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to work of this section.

#### 1.2 DESCRIPTION OF WORK:

- A. This section describes the equipment and procedures required for protecting workers against lead contamination and other workplace hazards except for respiratory protection.

#### 1.3 STANDARDS:

- A. Except to the extent that more stringent requirements are written directly into the Contract Documents, the following regulations and standards have the same force and effect (and are made a part of the Contract Documents by reference) as if copied directly into the Contract Documents, or as if published copies were bound herewith. Where there is a conflict in requirements set forth in these regulations and standards, meet the more stringent requirement.

- B. OSHA U.S. Department of Labor, Occupational Safety and Health Administration, Safety and Health Standards including but not limited to:

The following sections are brought to the contractor's attention for convenience. All appropriate OSHA Standards apply to this project.

1. 29 CFR 1910.134- Respiratory Protection;
2. 29 CFR 1926.20-General safety and health provisions;
3. 29 CFR 1926.21-Safety training and education;
4. 29 CFR 1926.23-First Aid;
5. 29 CFR 1926.24-Medical Surveillance and Medical Removal Protection Programs;
6. 29 CFR 1926.25-Housekeeping;
7. 29 CFR 1926.28-Personal protective equipment;

8. 29 CFR 1926.51(f);-Washing facilities;
9. 29 CFR 1926.55-Gases, vapors, fumes, dusts, and mists;
10. 29 CFR 1926.56-Illumination;
11. 29 CFR 1926.57-Ventilation;
12. 29 CFR 1926.59-Hazard Communication Standard;
13. 29 CFR 1926.62-Lead Construction Standard;
14. 29 CFR 1926.103-Respiratory protection;
15. 29 CFR 1926.353(c)-Ventilation: Welding, cutting or heating of metals of toxic significance
16. 29 CFR 1926.300,-Hand and power tools; 301, 302
17. 29 CFR 1926.451,-Scaffolding & Fall Protection. 00, 501, 502, 503

#### 1.4 RELATED WORK SPECIFIED ELSEWHERE:

- A. Respiratory Protection: is specified in Section 01556.

#### 1.5 COMPETENT PERSON

- A. Definition: A "Competent Person" is one who is capable of identifying existing and predictable hazards at the worksite, and who has the authority to ensure prompt corrective measures are taken to eliminate them. The competent person has authority to shut down the project in accordance with OSHA 1926.62.
- B. Provide on-site, full time competent person (or persons) to ensure that the worker protection program is effective.

#### 1.6 WORKER TRAINING:

- A. Certification: All workers and supervisors are to be trained, certified and accredited as required by federal, state, or local code or regulation.
- B. OSHA-Required Training: all workers are to be trained in the dangers inherent in handling lead and breathing or ingesting lead dust and in the proper work procedures and personal and area protective measures prior to the time of initial job assignment and at least annually thereafter.

Include but do not limit the topics covered in the course to the following:

1. Content of OSHA lead standard;
2. Possible routes of exposure to lead;
3. Health effects associated with lead exposure;
4. Medical removal protection program;
5. The importance of good personal hygiene;
6. Nature of operations that could result in exposure to lead;
7. The proper use and maintenance of protective clothing and equipment, including respiratory protection;
8. The correct use of engineering controls and implementation of good work practices;
9. Importance of and instruction in the use of necessary protective controls, practices and procedures to minimize exposure including:
  - a. Engineering controls;
  - b. Work Practices;
  - c. Respirators;
  - d. Housekeeping procedures;
  - e. Hygiene facilities;
  - f. Protective clothing;
  - g. Decontamination procedures;
  - h. Emergency procedures;
  - i. Waste disposal procedures;
10. Purpose, proper use, fitting, instructions, and limitations of respirators as required by 29 CFR 1926.103;
11. The specific methods of hazard reduction to be used for the project;
12. Requirements of medical monitoring/surveillance program;
13. Signs and labels;
14. Work practices including hands on or on-the-job training;
15. Personal decontamination procedures;

16. Health and safety considerations;
  17. Review of OSHA written compliance program as required by 29 CFR 1926.62;
  18. Information on the use of chelating agents and the fact that they should not be routinely used to remove lead from their bodies except under the direction of a licensed physician;
  19. The employees' right of access to medical records per 29 CFR 1910.20.
- C. EPA-Required Training: Training proposed by EPA for all persons conducting "Lead-Based Paint activities," as defined by EPA, calls for additional training requirements including:
1. For workers:
    - a. A minimum of 32 hours of training, with a minimum of 10 hours devoted to hands-on training; and
    - b. Instruction in regulatory background, Federal, state and local.
  2. For supervisors:
    - a. A minimum of 40 hours training, with a minimum of 8 hours devoted to hands-on training; and
    - b. Instruction in legal insurance issues;
    - c. Development of pre-abatement work plans;
    - d. Employee information and training;
    - e. Project management;
    - f. Contract specifications;
    - g. Supervisory techniques;
    - h. Soil, dust and air testing;
    - i. Clearance standards and testing;
    - j. Community relations process;
    - k. Cost estimations; and
    - l. Recordkeeping.

1.7 MEDICAL SURVEILLANCE:

- A. Provide full medical examinations for all workers performing lead abatement at first use of negative pressure respirators and for each worker exposed to lead for more than thirty days a year and/or who have blood lead levels over 25 micrograms/deciliter. Provide initial medical examinations for each worker exposed to lead for more than 1 day year. Provide medical examination for any employee who has signs and symptoms of lead poisoning or when a worker becomes pregnant.

B. Medical evaluation to include:

1. A detailed work and medical history.
2. A thorough physical examination.
3. Evaluation of pulmonary status.
4. A blood pressure measurement.
5. A blood sample and analysis that determines blood lead levels, hemoglobin and hematocrit, red cell indices, peripheral smear morphology, blood urea nitrogen, serum creatinine and zinc protoporphyrin.
6. A routine urinalysis.
7. Any other laboratory or other test which is recommended by the examining physician.

C. The medical evaluation must be provided prior to the start of the lead hazard reduction project or assignment requiring the use of negative pressure respirators.

D. Blood testing (blood lead and zinc protoporphyrin) shall be performed at least every 2 months during the first six months of the project and every two months thereafter. An additional blood test shall be performed at the completion of the project and upon termination of employment. The employer must make available the following:

1. Biological monitoring for blood lead level and zinc protoporphyrin level at least every 2 months during the first six months and every two months thereafter.
2. When an employee's blood lead level is at or above 40 µg/dl, biological monitoring at least every two months until two consecutive blood lead level results are below 40 µg/dl.
3. Monthly blood lead level testing during removal period or any employee medically removed due to an elevated blood lead level.
4. When an employee's blood lead level meet the criterion for medical removal (at or above 50 µg/dl), follow-up blood testing within two weeks.

1.8 MEDICAL REMOVAL:

A. Employers must remove employees with lead exposure at or above 30 micrograms/cubic meter of air each time:

1. A periodic and follow-up blood sampling test indicates a blood lead level at or above 50 µg/dl; and
2. A final medical determination indicates a detectable medical condition that increases health risks from lead exposure.

#### 1.9 COMPLIANCE PROGRAM:

a. The OSHA Lead in Construction Standard requires the employer to establish and implement a written compliance program prior to the commencement of a job. All employees covered under this standard must implement engineering and work practice controls to reduce and maintain employee exposures to lead at or below the Permissible exposure limit (PEL). This program must include:

1. Description of activities that produce lead exposures.
2. Description of the specific means that will be employed to reduce exposure, and where engineering controls are used, the plans and studies used to determine the methods selected.
3. A detailed schedule for implementing the compliance program.
4. A report of the technology considered in meeting the PEL.
5. Air monitoring data that documents the source of the lead exposure.
6. Specific work practice procedures which will be employed on the project.
7. A schedule of administrative controls if these are to be utilized.
8. A description of all arrangements made on multi-employer work sites to inform affected employers about the lead project.

#### 1.10 EXPOSURE ASSESSMENT

- A. The OSHA Lead in Construction Standard requires employers to implement protective measures before exposure assessment has been completed if they are conducting any one of a number of "lead related tasks". These tasks are divided into three different classes. The employer must assume that the worker is exposed to airborne concentrations at least to a certain level of lead (depending on the class) until exposure assessment shows otherwise. When the employer has objective data demonstrating that the process, operation or activity does not result in employee exposure to lead at or above the action level, the employer may rely upon such data for the initial exposure assessment.
- B. Class 1 Tasks - Employer must assume exposure of at least 50  $\mu\text{g}/\text{m}^3$  - 500  $\mu\text{g}/\text{m}^3$  until exposure assessment proves otherwise. Examples include:



1. Manual demolition of structures;
  2. Manual scraping;
  3. Manual sanding;
  4. Using a heat gun;
  5. Power tool paint removal with dust collection systems;
  6. Spray painting with lead-based paint.
- C. Class 2 Tasks - Employers must assume exposure of at least  $500 \mu\text{g}/\text{m}^3$  -  $2500 \mu\text{g}/\text{m}^3$  until exposure assessment proves otherwise. Examples include:
1. Using lead containing mortar;
  2. Burning lead;
  3. Rivet busting on lead paint;
  4. Power tool paint removal without dust collection systems;
  5. Clean up activities where dry expendable abrasives are used;
  6. Abrasive blasting enclosures movement and removal.
- D. Class 3 Tasks - Employer must assume exposure of at least  $2,500 \mu\text{g}/\text{m}^3$  until exposure assessment proves otherwise. Examples include:
1. Abrasive blasting;
  2. Cutting;
  3. Welding;
  4. Torch burning.
- E. Prior to the completion of an exposure assessment of the tasks being conducted, the employer should follow the regulations as if the employee was exposed above the PEL. The employee(s) must be notified in writing within 5 days of receipt of the results representing their exposure. Where exposure is above the PEL, employees must be informed of this fact and advised of corrective action to be taken. Monitoring and analysis must have an accuracy (to a confidence level of 95%) of not less than plus or minus 25% for airborne lead levels equal to or greater than  $30 \mu\text{g}/\text{m}^3$ .
- F. Personal protective equipment for each of the tasks above is to include protective work clothing and equipment, change areas, washing facilities, and training. The only difference in protective equipment for the different classes of tasks is respiratory protection which is to be provided in accordance with section 01556.

#### 1.11 SUBMITTALS:

- A. Before Start of Work: Submit the following to the Owner's

Project Monitor for review.

- B. Certifications: Submit evidence that all workers and supervisors have been trained, certified and accredited as required by federal, state, or local code or regulation.
- C. Certificate of Worker's Acknowledgement: Submit an original signed copy of the Certificate of Worker's Acknowledgement found at the end of this section, for each worker who is to be at the job site or enter the Work Area.
- D. Training Program: Submit a course outline of the worker and supervisor training courses. Include date and time course was given, name and title of teacher.
- E. Report from Medical Examination: conducted within last 12 months as part of compliance with medical surveillance requirements for each worker who is to enter the Work Area. Submit, at a minimum, for each worker the following:
  - 1. Name and Social Security Number
  - 2. Physicians Written Opinion from examining physician including at a minimum the following:
    - a. Whether worker has any detected medical conditions that would place the worker at an increased risk of material health impairment from lead exposure.
    - b. Any recommended limitations on the worker or on the use of personal protective equipment such as respirators.
    - c. Results of blood lead determinations and any actions taken as a result of recommendations.
    - d. Statement that the worker has been informed by the physician of the results of the medical examination and of any medical conditions that necessitates further medical exam or treatment.
  - 3. Statement that worker is able to wear and use the type of respiratory protection proposed for the project, and is able to work safely in an environment capable of producing heat stress in the worker.
  - 4. Compliance Program: Submit program in compliance with 1926.62.
  - 5. Exposure Assessment: Submit assessment in compliance with 1926.62.

6. Notarized Certifications: Submit certification signed by an officer of the contracting firm and notarized that exposure measurements, medical surveillance, and worker training records are being kept as required in this specification.

## PART 2 - EQUIPMENT

### 2.1 PROTECTIVE CLOTHING:

- A. Coveralls: Provide disposable full-body coveralls and disposable head covers, and require that they be worn by all workers in the Work Area. Provide a sufficient number for all required changes, for all workers in the Work Area. Dispose of coveralls as clothing waste at the end of each day.
- B. Coveralls: Provide cloth full-body coveralls and hats, require that they be worn by all workers in the Work Area. Require that workers change out of coverall in the Equipment section of the Change Room. Dispose of coverall as clothing waste at completion of all work.
- C. Shoe Covers: Provide disposable shoe covers and require that they be worn by all workers in the Work Area. Shoe covers must be replaced each time a worker leaves the work area. Shoe covers are disposed as clothing waste in the equipment section of the Change Room.
- D. Boots: Provide work boots with non-skid soles, and where required by OSHA, foot protectives, for all workers. Provide boots at no cost to workers. Do not allow boots to be removed from the Work Area for any reason, after being contaminated with lead dust. Dispose of boots with clothing waste at the end of the work, or bag and take to next project. Boots that are non-porous may be decontaminated and removed from work area.
- E. Hard Hats: Provide head protectives (hard hats) as required by OSHA for all workers, and provide 4 spares for use by Designer, Project Monitor and Owner. Require hard hats to be worn at all times that work is in progress that may potentially cause head injury. Provide hard hats of type with plastic strap type suspension. Require hats to remain in the Work Area throughout the work. Thoroughly clean and decontaminate hats before removing them from Work Area at the end of the project.
- F. Goggles and Face Shields: Provide eye and face protection (goggles or face shields) as required by OSHA for all

workers involved in scraping, spraying, stripping or any other activity which may potentially cause eye or face injury. Thoroughly clean and decontaminate goggles or face shields before removing them from Work Area at the end of the project.

- G. Gloves: Provide work gloves to all workers and require that they be worn at all times in the Work Area. Chemical resistant gloves must be provided when using chemical strippers to remove lead based paint. Gloves must be secured to the coveralls using duct tape to protect arms and hands from the chemical strippers. Do not remove gloves from Work Area. Dispose of as clothing waste at the end of the work.

## 2.2 ADDITIONAL PROTECTIVE EQUIPMENT:

- A. Respirators, disposable coveralls, head covers, and footwear covers shall be provided by the Contractor for the Owner, Designer, Project Monitor, and other authorized representatives who may inspect the job site.

## 2.3 SHOWER FACILITIES

- A. Provide shower facilities to be used by all workers when lead air concentrations exceed  $30\mu\text{g}/\text{m}^3$  or surface lead dust concentrations exceed  $2,000\ \mu\text{g}/\text{ft}^2$ .
  - 1. Provide pre-fabricated or site-built shower facilities. Supply hot and cold water to shower head which can be controlled from inside shower. Filter all shower water or dispose of in accordance with section 02067.
  - 2. Supply a sufficient quantity of soap and towels for the workers and authorized visitors.

## 2.4 WASHING FACILITIES

- A. Provide washing facilities to be used by all workers when exiting the work area.
  - 1. Provide temporary sink with hot and cold water supply. Filter all water or dispose of in accordance with Section 02067.
  - 2. Supply a sufficient quantity of soap and towels for the workers and authorized visitors.

## 2.5 EYEWASH STATION

- A. Where the eyes of employees may be exposed to injurious corrosive materials, suitable facilities for flushing of the eyes shall be provided within the work area for immediate emergency use.

## PART 3 - EXECUTION

### 3.1 GENERAL:

- A. Provide worker protection as required by the most stringent OSHA and/or EPA standards applicable to the work. The following procedures are minimums to be adhered to regardless of lead concentration in the Work Area.
- B. Each time Work Area is entered remove street clothes and put on new disposable coverall or (re-use previous coverall if not overly contaminated or torn), new head cover, and a clean respirator with cartridges appropriate for the abatement work to be performed. Reinforce coverall seams and secure gloves to coveralls with duct tape. Proceed through Change Room, don foot covers and enter Work Area.

### 3.2 DECONTAMINATION PROCEDURES:

- A. Require all workers to adhere to the following personal decontamination procedures whenever they leave the Work Area:
- B. Air Purifying-Negative Pressure Respirators: Require that all workers use the following decontamination procedure as a minimum requirement whenever leaving the Work Area with a half or full face cartridge type respirator:
  - 1. Still wearing respirators, comply with the following procedure. Care must be taken to follow reasonable procedures in removing the respirator and filters to avoid disturbing lead dust. The following procedure is required as a minimum:
    - a. HEPA vacuum heavily contaminated protective work clothing.
    - b. When exiting Work Area, remove foot covers in work area. Remove disposable coveralls and disposable head covers in the Change Room. Remove protective coveralls by carefully rolling down the garment to minimize exposure to lead dust.

2. Remove respirator and set aside.
  3. Thoroughly wash hands and face with soap and water. If shower facilities are available, proceed to shower and shower completely with soap and water.
  4. Remove respirator cartridges from facepiece and either seal with duct tape or discard.
  5. Carefully wash facepiece of respirator inside and out.
  6. Thoroughly wash hands with soap and water.
- C. Powered Air Purifying Respirators: Require that all workers use the following decontamination procedure as a minimum requirement whenever leaving the Work Area with a PAPR:
1. Still wearing respirators, comply with the following procedure. Care must be taken to follow reasonable procedures in removing the respirator and filters to avoid disturbing lead dust. The following procedure is required as a minimum:
    - a. HEPA vacuum heavily contaminated protective work clothing.
    - b. When exiting Work Area, remove foot covers in work area. Remove disposable coveralls and disposable head covers in the Change Room. Remove protective coveralls by carefully rolling down the garment to minimize exposure to lead dust.
  2. Remove respirator, cap filter cartridges, shut blower unit off and set aside.
  3. Thoroughly wash hands and face with soap and water. If shower facilities are available, proceed to shower and shower completely with soap and water.
  4. Carefully wash facepiece of respirator inside and out. Wet wipe blower unit, hose and battery pack. Do not allow battery pack terminals to get wet. Do not remove respiratory cartridges unless wet. If wet, remove respirator cartridges from blower unit and discard.
  5. Thoroughly wash hands with soap and water.
- D. Within Work Area:

1. Require that workers NOT eat, drink, smoke, chew tobacco or gum, or apply cosmetics in the Work Area. To eat, chew, drink or smoke, workers shall follow the procedure described above before entering the Non-Work Areas of the building or exterior.

3.3 CERTIFICATE OF WORKER'S ACKNOWLEDGEMENT:

- A. Following this section is a Certificate of Worker Training. After each worker has been included in the Contractor's Respiratory Protection Program, completed the training program and medical examination, secure a fully executed copy of this form.

END OF SECTION - 01555

CERTIFICATE OF WORKER'S ACKNOWLEDGEMENT

PROJECT NAME\_\_\_\_\_ DATE\_\_\_\_\_

PROJECT ADDRESS\_\_\_\_\_

CONTRACTOR'S NAME\_\_\_\_\_

WORKING WITH LEAD CAN BE DANGEROUS. INHALING AND INGESTING LEAD DUST CAN CAUSE AN INCREASE IN BLOOD LEAD LEVELS WHICH CAN LEAD TO ADVERSE HEALTH EFFECTS SUCH AS KIDNEY DAMAGE, ELEVATED BLOOD PRESSURE OR INFERTILITY.

Your employer's contract with the Owner for the above project requires that: You be supplied with the proper respirator and be trained in its use. You be trained in safe work practices and in the use of the equipment found on the job. You receive a medical examination. These items are to have been done at no cost to you.

RESPIRATORY PROTECTION: You must have been trained in the proper use of respirators, and informed of the type respirator to be used on the above referenced project. You must be given a copy of the written respiratory protection manual issued by your employer. You must be equipped at no cost with the respirator to be used on the above project.

TRAINING COURSE: You must have been trained in the dangers inherent in handling lead and breathing and ingesting lead dust and in proper work procedures and personal and area protective measures. The topics covered in the course must have included the following:

- Possible routes of exposure to lead
- Health hazards associated with lead
- Respiratory protection
- Use of protective equipment
- Work practices including hands on or on-the-job training
- Personal decontamination procedures
- Health and safety considerations

MEDICAL EXAMINATION: You must have had a medical examination within the past 12 months at no cost to you. This examination must have included: health history, physical examination, a blood pressure measurement, pulmonary function test and blood sample and analysis for lead.

By signing this document you are acknowledging only that the Owner of the building you are about to work in has advised you of your rights to training and protection relative to your employer, the Contractor.

Signature\_\_\_\_\_Social Security No\_\_\_\_\_

Printed Name\_\_\_\_\_Witness\_\_\_\_\_



SECTION 01556 - RESPIRATORY PROTECTION - LEAD-BASED PAINT  
PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to work of this section.

1.2 DESCRIPTION OF WORK:

- A. Instruct and train each worker involved in lead abatement or lead based paint hazard reduction in proper respiratory use and require that each worker wear a respiratory, properly fitted on the face in the Work Area from the start of any operation which may expose the worker above the permissible exposure limit (PEL) until the Work Area is completely decontaminated. Use respiratory protection appropriate for the lead levels encountered in the work place or as required for other toxic or oxygen-deficient situations encountered.

1.3 STANDARDS:

- A. Except to the extent that more stringent requirements are written directly into the Contract Documents, the following regulations, guidelines and standards have the same force and effect (and are made a part of the Contract Documents by reference) as if copied directly into the Contract Documents, or as if published copies were bound herewith. Where there is a conflict in requirements set forth in these regulations and standards, meet the more stringent requirement.
- B. OSHA- U.S. Department of Labor Occupational Safety and Health Administration, Safety and Health Standards 29 CFR 1910, Section 1000 - Air Contaminants, Section 1926.103, 1910.134 - Respiratory Protection and Section 1926.62 - Lead.
- C. ANSI- American National Standards Institute, American National Standard Practices for Respiratory Protection, ANSI Z88.2-1992.
- D. HUD- U.S. Department of Housing and Urban Development, Lead Based Paint: Interim

Guidelines for  
Hazard  
Identification  
and Abatement in  
Public and  
Indian Housing.

E. NIOSH- National Institute for Occupational Safety and Health, Guide to Respiratory Protection, 1987, 87-116.

F. MSHA- Mine Safety and Health Administration

1.4 SUBMITTALS:

- A. Before Start of Work submit the following to the Owner's project monitor.
- B. Respiratory Protection Schedule: Submit level of respiratory protection intended for each operation required by the project. Submit this information on the "Respiratory Protection schedule" on the form included at the end of this Section.

PART 2 PRODUCTS

2.1 AIR PURIFYING RESPIRATORS

- A. Respirator Bodies: Provide half face or full face type respirators. Equip full face respirators with a nose cup or other anti-fogging device as would be appropriate for use in air temperatures less than 32 degrees fahrenheit.
- B. Filter Cartridges: Provide, at a minimum, HEPA type filters labeled with NIOSH and MSHA Certification for "Radionuclides, Radon Daughters, Dust, Fumes, Mists including Asbestos-Containing Dusts and Mists" and color coded in accordance with ANSI Z88.2 (1992). In addition, a chemical cartridge section (organic vapor/acid gas) may be added, if required, for solvents, strippers, etc., in use. In this case, provide cartridges that have each section of the combination canister labeled with the appropriate color code and NIOSH/MSHA Certification.
- C. Non-permitted respirators: Do not use single use, disposable or quarter face respirators.

PART 3 - EXECUTION

### 3.1 GENERAL:

- A. Respiratory Protection Program: Comply with ANSI Z88.2 - 1992 "Practices for Respiratory Protection" and OSHA 29 CFR 1910 and 1926.
- B. Require that respiratory protection be used at all times that there is any possibility of airborne lead levels exceeding the permissible exposure level required in OSHA 1926.62
- C. Require that a respirator be worn by anyone in a Work Area at all times, regardless of activity, during a period that starts with any operation which could cause disturbance of lead based paint or dust, until the area has met the requirements of Section 01715 or Section 01421.
- D. Regardless of Airborne Lead Levels or Surface Dust Contamination: Require that the minimum level of respiratory protection used be half-face air-purifying respirators with high efficiency filters.
- E. Do not allow the use of single-use, disposable, or quarter-face respirators for any purpose.

### 3.2 FIT TESTING:

- A. Initial Fitting: Fit types of respirator to be worn by each individual. Require that an individual use only those respirators for which training and fit testing have been provided. Require that fit testing be repeated semiannually, and at any time a respirator is replaced.
- B. On a Monthly Basis, check the fit of each worker's respirator by having irritant smoke blown onto the respirator from a smoke tube.
- C. Upon Each Wearing: Require that each time an air-purifying respirator is put on it be checked for fit with a positive and negative pressure fit check in accordance with 29 CFR 1926.62, Appendix D.

### 3.3 PERMISSIBLE EXPOSURE LIMIT (PEL):

- A. Permissible Exposure Limit (PEL-TWA) - 50 micrograms/cubic meter
- B. Action Level (TWA) - 30 micrograms/cubic meter

3.4 TYPE OF RESPIRATORY PROTECTION REQUIRED:

- A. Provide Respiratory Protection as indicated in paragraph below.

3.5 RESPIRATORY PROTECTION FACTOR:

Table I. -- Respiratory Protection for Lead Aerosols

- A. Airborne concentration of lead or  
Required respirator{1}  
condition of use

1. Not in excess of 500  $\mu\text{g}/\text{M}^3$   
1/2 mask air purifying respirator with high efficiency filters.{2},{3} 1/2 mask supplied air respirator operated in demand (negative pressure) mode.
2. Not in excess of 1,250  $\mu\text{g}/\text{M}^3$   
Loose fitting hood or helmet powered air purifying respirator with high efficiency filters.{3} Hood or helmet supplied air respirator operated in a continuous flow mode -- e.g., type CE abrasive blasting respirators operated in a continuous-flow mode.
3. Not in excess of 2,500  $\mu\text{g}/\text{M}^3$   
Full facepiece air purifying respirator with high efficiency filters.{3} Tight fitting powered air purifying respirator with high efficiency filters.{3} Full facepiece supplied air respirator operated in demand mode. 1/2 mask or full facepiece supplied air respirator operated in a continuous-flow mode. Full facepiece self-contained breathing apparatus (SCBA) operated in demand mode.
4. Not in excess of 50,000  $\mu\text{g}/\text{M}^3$   
1/2 mask supplied air respirator operated in pressure demand or other positive-pressure mode.
5. Not in excess of 100,000  $\mu\text{g}/\text{M}^3$   
Full facepiece supplied air respirator operated in pressure demand or other positive-pressure mode -- e.g., type CE abrasive blasting respirators operated in a positive-pressure mode.
6. Greater than 100,000  $\mu\text{g}/\text{M}^3$  or unknown  
Full facepiece SCBA operated in concentration pressure demand or other positive-pressure mode

{1} Respirators specified for higher concentrations can be used at lower concentrations of lead.

{2} Full facepiece is required if the lead aerosols cause eye or skin irritation at the use concentrations.

{3} A high efficiency particulate filter (HEPA) means a filter that is 99.97 percent efficient against particles of 0.3 micron size or larger.

### 3.6 AIR PURIFYING RESPIRATORS:

- A. Negative pressure: Half or full face mask: Supply a sufficient quantity of respirator HEPA filters approved for lead, so that workers can change filters as necessary. Require that respirators be wet-rinsed, and filters discarded or covered with duct tape, each time a worker leaves the Work Area. Store respirators and filters at the job site in the changing room and protect totally from exposure to lead prior to their use. Respirator cartridges must be replaced whenever a worker experiences increased breathing resistance.
- B. Powered air purifying: Half or full face mask: Supply a sufficient quantity of high efficiency respirator filters approved for lead so that workers can change filters at any time that flow through the face piece decreases to the level at which the manufacturer recommends filter replacement. Require that regardless of flow, filter cartridges be replaced after 40 hours of use. Require that HEPA elements in filter cartridges be protected from wetting during personal decontamination. Require entire exterior housing of respirator, including blower unit, filter cartridges, hoses, battery pack, face mask, belt, and cords, be washed each time a worker leaves the Work Area. Caution should be used to avoid shorting battery pack during washing. Provide an extra battery pack for each respirator so that one can be charging while one is in use.

END OF SECTION - 01556

## SECTION 01715 - PROJECT DECONTAMINATION - LEAD-BASED PAINT

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS:

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division-1 Specification sections, apply to work of this section.

#### 1.2 DESCRIPTION OF REQUIREMENTS:.

A. General: Decontamination of the Work Area following Lead-Based Paint Hazard Reduction.

#### 1.3 RELATED WORK SPECIFIED ELSEWHERE:

A. Removal of Gross Debris is integral with the performance of Lead Hazard reduction work and as such is specified in the appropriate work section(s) of these specifications:

1. Section 02065 Removal of Lead-Based Painted Substrates

B. Work Area Clearance: Surface dust sampling and other requirements which must be met before release of Contractor and re-occupancy of the work area are specified in Section 01421 Project Clearance.

### PART 2 - PRODUCTS

2.1 Disposal Bags/Plastic Sheeting: Provide 6 mil polyethylene disposal bags sealed with duct tape.

2.2 Wet Detergent Wash: Provide detergent with high phosphate content (at least 5%) trisodium phosphate (TSP). Follow dilution ratio recommended by manufacturer's instructions.

### PART 3 - EXECUTION

#### 3.1 GENERAL:

A. Work of This Section: includes the decontamination of surfaces in the Work Area which has been, or may have been, contaminated by lead dust generated during Hazard Reduction activities, or which may previously have been elevated.

B. Work of This Section: includes the cleaning, decontamination, and removal of temporary facilities installed prior to Hazard Reduction work, including:

1. Critical seals of penetrations to the interior school area.

C. Work of This Section: includes the cleaning, and decontamination of all surfaces of the Work Area.

### 3.2 START OF WORK:

A. Previous Work: During completion of the Lead Hazard reduction work specified in other sections, the layer of polyethylene sheeting will have been removed and disposed of along with any gross debris generated by the lead work.

B. Start of Work: Work of this section begins with the cleaning of the building surfaces. At start of work the following will be in place:

1. Critical Barrier: A barrier between the work area and other portions of the building or the outside.

### 3.3 EXTERIOR ABATEMENT DECONTAMINATION:

A. First Cleaning: Carry out a first cleaning of all surfaces affected by the work including remaining sheeting, ladders, scaffolding and exterior of building in a ten feet (10') radius from the work by use of a High Efficiency Particulate Air (HEPA) filtered vacuum. Immediately following first cleaning, remove plastic sheeting and dispose. Remove any remaining paint chips on soil or surrounding walk ways, porches, etc.

B. Final Cleaning: Carry out a final cleaning of all surfaces in the same manner as the first cleaning. Comply with requirements of visual inspection and final clearance dust sampling.

### 3.6 FINAL CLEARANCE SAMPLING:

A. Sample analysis by Atomic Absorption Spectroscopy (AAS) or Inductively Coupled Plasma Emission Spectroscopy (ICP): After the work area is found to be visually clean, dust wipe samples will be obtained and analyzed in accordance with the procedure set forth in Section 01421 Project Clearance.

### 3.7 SUBSTANTIAL COMPLETION OF HAZARD REDUCTION:

A. Hazard Reduction Work is Substantially Complete upon meeting the requirements of this section, section 01421 project Clearance, including submission of:

1. Certificate of Visual Inspection
2. Receipts Documenting proper disposal as required by Section 02067 Disposal of Waste Material.
3. Punch list detailing repairs to be made and incomplete items.

### 3.8 CERTIFICATE OF VISUAL INSPECTION:

A. Following this section is a "Certificate of Visual Inspection". This certification is to be completed by the Contractor and certified by the Project Monitor. Submit completed certificate with application for final payment. Final payment will not be made until this certification is executed.

END OF SECTION - 01715



## CERTIFICATION OF VISUAL INSPECTION

In accordance with Section 01715 "Project Decontamination" the contractor hereby certifies that he has visually inspected the work area (all surfaces including pipes, counters, ledges, walls, ceiling and floor, behind critical barriers, sheet plastic, etc.) and has found no dust, debris or residue.

by: (Signature\_\_\_\_\_

Date\_\_\_\_\_

(Print Name)\_\_\_\_\_

(Print Title)\_\_\_\_\_

## PROJECT MONITOR CERTIFICATION

The Project Monitor hereby certifies that he has accompanied the contractor on his visual inspection and verifies that this inspection has been thorough and to the best of his knowledge and belief, the contractor's certification above is a true and honest one.

by: (Signature\_\_\_\_\_

Date\_\_\_\_\_

(Print Name)\_\_\_\_\_

(Print Title)\_\_\_\_\_

## WORK AREA

Location: \_\_\_\_\_

Room: \_\_\_\_\_

Hazard Reduction Performed:

## SECTION 02065 - REMOVAL OF LEAD-BASED PAINTED SUBSTRATES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS:

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division-1 Specification sections, apply to work of this section.

- 1.2 Summary of Work: Work of this section includes the removal and disposal of lead paint from various metal substrates and lead-glazed ceramic tile substrate.

### PART 2 - PRODUCTS

- 2.1 DISPOSAL BAGS/PLASTIC SHEETING: Provide 6 mil polyethylene disposal bags or wrap substrates to be disposed of in 6 mil polyethylene, sealed with duct tape.
- 2.3 Wet Detergent Wash: Provide detergent with a high phosphate content (at least 5%) trisodium phosphate (TSP). Follow dilution ratio recommended by the manufacturer's instructions.

### PART 3 - EXECUTION

#### 3.1 BEFORE STARTING WORK OF THIS SECTION, COMPLETE THE FOLLOWING:

- A. Section 01504 - Temporary Facilities - Lead-Based Paint
- B. Section 01555 - Worker Protection - Lead Based Paint
- C. Section 01556 - Respiratory Protection - Lead-Based Paint

#### 3.2 GENERAL

- A. Remove ceramic tile using wet methods in accordance with the following procedure:
  - 1. Fine mist surface with wet wash detergent or water using plant mister or garden sprayer.
  - 2. Carefully scrape ceramic tile from the substrate.
  - 3. Clean up dust and debris by wet sweeping or pick up with wet towels.
- B. Care shall be taken to avoid damage to adjacent areas during the removal of substrates.
- C. Carefully remove the lead based painted substrates to minimize the generation of lead dust.

- D. HEPA vacuum and/or wet wipe to remove all debris and dust generated during the work. Do not allow dust or debris to accumulate.
- E. Substrates that are removed shall be wrapped, labeled and disposal or disposed of in accordance with section 02067 - Disposal of Waste Materials - Lead-Based-Paint.

3.3 DAMAGES: Protect areas adjacent to substrates that are removed for replacement from damage caused by this work. Damages to non-protected areas or from lack of care shall be repaired or replaced at the Contractor's expense.

END OF SECTION 02065

## SECTION 02067 - DISPOSAL OF WASTE MATERIALS - LEAD-BASED PAINT

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS:

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division-1 Specification Sections, apply to work of this section.
- B. Section 01094 Codes and Regulations - Lead-Based Paint describes applicable federal, state and local regulations.

#### 1.2 DESCRIPTION OF THE WORK:

- A. This section describes the disposal of lead-containing or lead contaminated waste materials. Disposal includes packaging of waste materials. Disposal is accomplished by landfilling.

#### 1.3 SUBMITTALS:

- A. Before Start of Work: Submit the following to the Designer for review.
  - 1. Contractor must ascertain that the facility owner is registered with the U.S. EPA as a generator of hazardous waste. If there is no generator status established, the contractor shall assist the owner in obtaining generator identification numbers.
  - 2. Copy of state or local license for waste hauler.
  - 3. U.S. EPA identification number of waste hauler.
  - 4. Name and address of waste disposal facility where hazardous waste materials are to be disposed. Include contact person and telephone number. Copy of state license and permit. Provide disposal facility permits.
  - 5. Copy of EPA "uniform hazardous waste manifest" form.
  - 6. Copy of EPA "notification of hazardous waste activity" form.
  - 7. Copy of forms required by state or local agencies.
- B. Submit copies of all manifests and disposal site receipts to Owner's project monitor.

PART 2 - PRODUCTS:

2.1 Disposal: Provide 6 mil thick leak-tight polyethylene bags or wrap components in 6 mil polyethylene sheeting and seal with duct tape. Label with text as follows:

- A. "Label with specific Hazardous Waste Label: "
- B. For wrapped materials provide stick-on labels.

PART 3 - EXECUTION

3.1 GENERAL:

- A. Contact DOT, EPA, state and local authorities to determine lead-based paint disposal requirements.
- B. Testing of waste shall be performed by a laboratory accredited by either the American Industrial Hygiene Association (AIHA) or the American Association of Laboratory Accreditation (AALA) retained by the contractor. Include the cost of testing in the contract sum and supply all test results to the owner.
- C. Waste tested which results in a lead content in the leachate of greater than or equal to five parts per million is to be considered hazardous, handled and disposed of according to local, city, state, and federal regulations.
- D. Place all waste generated during the project in 6 mil disposal bags or wrap in 6 mil polyethylene sheeting, store in the designated storage area, enclosed dumpsters or trucks. Separate waste materials into the following categories and label all disposal bags and wrapped packages.
- E. Properly store and secure waste at all times. Do not leave debris in the yard or in uncovered or unlocked trucks or dumpsters. Do not incinerate debris or use an unauthorized dumpster. Do not introduce lead contaminated water into storm or sanitary sewers. Do not permit recycling of building components coated with Lead-Based Paint.

3.2 DISPOSAL OF NON-HAZARDOUS SOLID WASTE: (As Determined By Testing)

- A. Materials are to remain in 6 mil disposal bags or wrapped in polyethylene sheeting. Label all packages. Substrates removed with paint in good condition which is adhered to the substrate may be placed directly in dumpsters then covered.
- B. Transport waste in covered or enclosed trucks or dumpsters.

3.3 DISPOSAL OF NON-HAZARDOUS LIQUID WASTE: (As Determined By Testing)

- A. Dispose of liquid waste by pouring into sanitary sewage system if permission is received from publicly owned treatment works facility (POTW). Do not dispose of liquid waste by pouring onto ground or into storm drain. If the liquid waste contains phosphates or other chemicals advise treatment facility of quantity of liquid and that it likely will contain phosphates.

3.4 DISPOSAL OF HAZARDOUS LIQUID OR SOLID WASTES: (As Determined By Testing)

- A. Comply with RCRA, DOT, STATE and local regulations.
- B. Apply for an EPA identification number from the appropriate regional office if more than 100 kg of hazardous waste is generated from the lead hazard reduction process during any calendar month.
- C. Comply with DOT and STATE regulations for containers. The most stringent regulation shall apply.
- D. All waste is to be hauled by a licensed waste hauler with all required licenses from all state and local authorities with jurisdiction.
- E. Load all waste material into properly labeled disposal bags, polyethylene sheeting, or leak-tight drums. All materials are to be contained in one of the following:
  - 1. One 6 mil layer of sheet polyethylene, duct tape all seams or One 6 mil disposal bag or
  - 2. Two 4 mil disposal bags
  - 3. Sealed steel drum with no bag
- F. Protect interior of truck or dumpster with two layers of 6 mil polyethylene sheeting with all seams sealed with duct tape.
- G. Carefully load containerized waste in fully enclosed dumpsters, trucks or other appropriate vehicles for transport. Exercise care before and during transport, to insure that no unauthorized persons have access to the material.

- H. Do not store containerized materials outside of the Work Area. Take containers from the Work Area directly to the designated storage area, sealed truck or dumpster,
- I. At disposal site unload containerized waste:
  - 1. At a disposal site, sealed plastic bags may be carefully unloaded from the truck. If bags are broken or damaged, return to work site for re-bagging. Clean entire truck and contents using procedures set forth in section 01715 Project Decontamination.
- J. Retain all documents from the disposal site.
- K. At completion of hauling and disposal of each load submit copy of Uniform Hazardous Waste Manifest, to Owner's Project Monitor.

3.5 BACKCHARGES: Where Contractor fails to fulfill packaging, handling, or disposal requirements as outlined herein, Owner will charge back to Contractor all costs associated with insuring that hazardous wastes are packaged and segregated in accordance with EPA and DOT regulations.

- A. Environmental pollution of Owner's property resulting from Contractor's hazardous waste management activities shall be promptly remediated under Owner direction, to the Owner's sole satisfaction, and at the Contractor's sole expense.
- B. Contractor agrees to either reimburse the Owner, or reduce the Contract amount by change order to cover all costs associated with waste repackaging, waste re-segregation, or pollution remediation efforts.

END OF SECTION - 02067

APPENDIX A-1



LICENSE NO. 1989030609 DORAL

## STATE OF DELAWARE

VALID

POST CONSPICUOUSLY

DIVISION OF REVENUE

01/01/14 - 12/31/16  
NOT TRANSFERABLE

DLN: 14 50100 69

BUSINESS CODE 099  
GROUP CODE 007LICENSED ACTIVITY PROFESSIONAL AND/OR PRSL SRVCS-UNCLASSIFIED  
PROFESSIONAL AND/OR PERSONAL SERVICES

DATE ISSUED: 01/15/14

\*\*VALIDATED\*\*

2016

LICENSE FEE: \$ 225.00

MAILING ADDRESS

## BUSINESS LICENSE

BUSINESS LOCATION

ENVIRONMENTAL TESTING INC  
PO BOX 138  
MIDDLETOWN DE 19709-0138ENVIRONMENTAL TESTING INC  
100 S CASS ST  
MIDDLETOWN DE 19709-1354IS HEREBY LICENSED TO PRACTICE, CONDUCT OR ENGAGE IN THE OCCUPATION  
OR BUSINESS ACTIVITY INDICATED ABOVE IN ACCORDANCE WITH THE LICENSE  
APPLICATION DULY FILED PURSUANT TO TITLE 30, DEL CODE.

PATRICK T. CARTER

DIRECTOR OF REVENUE

IMPORTANT - TEAR AT ABOVE PERFORATION AND DISPLAY IN A PUBLIC LOCATION

Federal E.I. No. or  
Social Security Number 1 51030 9546 001Business Code 099  
Group Code 007Licensed Activity PROFESSIONAL AND/OR PRSL SRVCS-UNCLASSIFIED  
PROFESSIONAL AND/OR PERSONAL SERVICES

The State of Delaware Business License printed above must be posted in a public area at the location address listed. If you have any questions regarding this license, please call (302) 577-8778.

## REPLACEMENT LICENSES

Keep this portion of your license separate, in case you need a replacement for any lost, stolen or destroyed license. A \$15 fee will be charged for the replacement of a license. Send the \$15 along with a copy of this form or provide your Federal Employer Identification Number, or Social Security Number, suffix, Business Code, Business Name and address to Delaware Division of Revenue, Attn.: Business Master File, PO Box 8750, Wilmington, DE 19899-8750. You will receive your replacement license within three to four weeks.

## OTHER IMPORTANT INFORMATION

Most licensees are also required to pay either gross receipts or excise taxes in addition to the license fee. You can file these taxes online or obtain a paper form from our website at [www.revenue.delaware.gov](http://www.revenue.delaware.gov). You must submit all business tax returns filed with the Division of Revenue under the same identification number. If you are a sole-proprietor, and have a federal employer identification number, use the employer identification number, not your social security number. Only sole proprietors with no employees are allowed to file under their social security number. Inquiries regarding your coupon booklets to pay withholding, corporate tentative, and Sub Chapter "S" estimated taxes, or to make changes to your name, address, or identification number, should be directed to the Business Master File Unit at (302) 577-8778.

## INTERNET SITE

The Division of Revenue web address is: [www.revenue.delaware.gov](http://www.revenue.delaware.gov). Visit our web site for tax tips, links to telephone numbers, forms that you can download, links to other State agencies, the Delaware Code, the publication "Delaware Guide for Small Business" and lots more. Internet filing of personal income tax returns via the Division of Revenue's website is available. Internet filing for Withholding, Gross Receipts and Corporate Tentative payments is also available.





# STATE OF DELAWARE

## THIS CERTIFIES THAT

Environmental Testing, Incorporated

Has satisfactorily completed the requirements prescribed by the Office of Management & Budget as a  
Asbestos Abatement Professional Service Firm this

Nineteenth

Day of

April

Two Thousand Fifteen

This certification is valid for one (1) year to perform asbestos services within the State of Delaware.

This certification shall be proof that the above named Contractor has met the minimum requirements established by the State of Delaware for temporary certification. It is not intended as an overall endorsement of the Contractor's ability to provide services of varying size and shape. It does not endorse the methods and types of respiratory protection used by the Contractor.

Contractor's Address:

100 South Cass Street

P.O. Box 238

Middletown, DE 19709

April 19, 2016

PS-007

Expiration Date:

Certification Number:

Director

Division of Facilities Management

# AEROSOL MONITORING & ANALYSIS, INC.

This is to certify that

**GARY A. HAYES**

has met the attendance requirements and successfully completed  
the course entitled

**1-DAY EPA AHERA PROJECT DESIGNER REFRESHER**

For Accreditation Under TSCA Title II

04/24/2015

Course Date

04/24/2015

Exam Date

4/24/2016

Expiration Date

DAVID TRUMAN

Principal Instructor

*David Truman*

APDR04242015-4

Certification No.

VAAPDR04242015-4

Virginia Certification No.

E. Rush Barnett

Course Director

*E. Rush Barnett*

1331 Ashton Road

P.O.Box 646

Hanover, MD 21076

P: 410-684-3327

F: 410-684-3724

[www.amatraining.com](http://www.amatraining.com)



# AEROSOL MONITORING & ANALYSIS, INC.

This is to certify that

**GARY A. HAYES**

has met the attendance requirements and successfully completed  
the course entitled

**8-Hour EPA AHERA Insp/Mgmt Planner Refresher**

For Accreditation Under TSCA Title II

12/11/2014	12/11/2014	12/11/2015	STEVE SIERACKI
Course Date	Exam Date	Expiration Date	Principal Instructor
AIMPR12112014-5	VAAIMPR12112014-5		E. Rush Barnett
Certification No.	Virginia Certification No.		Course Director

*Ann J. Kuhn*

*E. Rush Barnett*

1331 Ashton Road      P.O.Box 646      Hanover, MD 21076      P: 410-684-3327      F: 410-684-3724  
[www.amatraining.com](http://www.amatraining.com)

# AEROSOL MONITORING & ANALYSIS, INC.

This is to certify that

**CHARLES CHAN**

414 TOFTREES DRIVE  
MIDDLETOWN, DE 19709

has met the attendance requirements and successfully completed  
the course entitled

## 1-DAY Lead Risk Assessor Refresher - English

This Training Meets the Certification Requirements for DC, MD & VA

09/25/2014	09/25/2014	DAVID TRUMAN	<i>David Truman</i>
Course Date	Exam Date	Principal Instructor	
9/25/2016	9/25/2017		
MD Expiration Date	VA Expiration Date	DC Expiration Date	
62448	VA62448	62448	<i>E. Rush Barnett</i>
Certification No.	VA Certification No.	DC Certification No.	Course Director

DC Lead Training Provider Accreditation No. DC12-001-RA-R-14

Delaware

Lead Risk Assessor

**Charles M. Chan**

Issued: 10/03/2014  
Expiration: 09/25/2016

*NT Kelly MD*

Karyl T. Ratney, MD, MS  
Director, Division of Public Health  
Delaware Division of Public Health

P.O. Box 646 Hanover, MD 21076 P: 410-684-3327 F: 410-684-3724  
[www.amatraining.com](http://www.amatraining.com)



Certificate #:

LRA-14-0183R



# AEROSOL MONITORING & ANALYSIS, INC.

This is to certify that

**ANDREW HINE**

has met the attendance requirements and successfully completed  
the course entitled

## 3-DAY EPA AHERA INSPECTOR

For Accreditation Under TSCA Title II

05/04/2015 to 05/06/2015

Course Date

05/06/2015

Exam Date

5/6/2016

Expiration Date

STEVE SIERACKI

Principal Instructor

*Ann G. Kuhn*

AI05042015-3

Certification No.

E. Rush Barnett

Course Director

*E. Rush Barnett*

1331 Ashton Road

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Hanover, MD 21076

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F: 410-684-3724

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DELAWARE HEALTH AND SOCIAL SERVICES  
DIVISION OF PUBLIC HEALTH  
OFFICE OF LEAD POISONING PREVENTION

## Certificate to Conduct Lead-Based Paint Work

### Activities

Certificate #: CF-15-001R

Effective Date: 08/06/2015

Expiration Date: 08/06/2017

This Certificate is issued in accordance with and subject to the provisions of the State of Delaware Regulations Governing Lead-Based Paint Hazards, adopted July 15, 1998, by the Secretary of Delaware Health & Social Services, under the authority of 16 DE Code, Chapter 1, §122(3)(f).

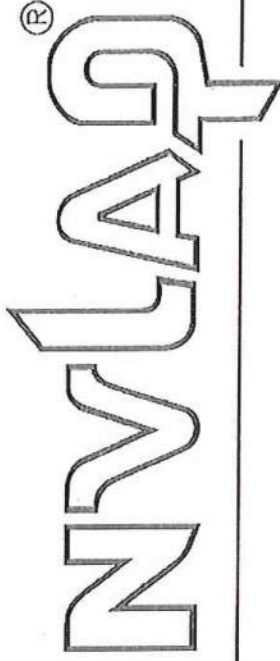
~ CERTIFICATE HOLDER ~

**Environmental Testing, Inc.**

Address: 100 South Cass Street  
Middletown, DE 19709

Karyl T. Rattay, MD, MS, FAAP, FACPM  
Director, Division of Public Health  
Delaware Health & Social Services

United States Department of Commerce  
National Institute of Standards and Technology



## Certificate of Accreditation to ISO/IEC 17025:2005

NVLAP LAB CODE: 101848-0

Environmental Testing, Inc.  
Middletown, DE

is accredited by the National Voluntary Laboratory Accreditation Program for specific services,  
listed on the Scope of Accreditation, for:

### Asbestos Fiber Analysis

This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2005.  
This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality management system (refer to joint ISO-ILAC-IAF Communiqué dated January 2009).

2015-10-01 through 2016-09-30

Effective Dates



A handwritten signature in black ink, appearing to read "William D. Miller".

For the National Voluntary Laboratory Accreditation Program





**NVLAP**<sup>®</sup> National Voluntary  
Laboratory Accreditation Program

SCOPE OF ACCREDITATION TO ISO/IEC 17025:2005

Environmental Testing, Inc.

100 South Cass Street

P.O. Box 138

Middletown, DE 19709-0138

Mr. Gary Hayes

Phone: 302-378-5341 Fax: 302-378-9882

Email: [ghayes@eti-del.com](mailto:ghayes@eti-del.com)

<http://www.eti-del.com>

## ASBESTOS FIBER ANALYSIS

NVLAP LAB CODE 101848-0

## Bulk Asbestos Analysis

Code  
18/A01

Description

EPA 600/M-82-020: Interim Method for the Determination of Asbestos in Bulk Insulation Samples

*Mr. P. Murphy*

For the National Voluntary Laboratory Accreditation Program

Effective 2015-10-01 through 2016-09-30

APPENDIX A-2

# BULK SAMPLE ANALYSIS REPORT POLARIZED LIGHT MICROSCOPY



**Environmental Testing, Inc.**  
100 South Cass Street  
Middletown, DE 19709  
Tel: (302) 378-9881  
Fax: (302) 378-9882

CUSTOMER:	Polytech School District	DATE COLLECTED:	06/24/2015
ADDRESS:	823 Walnut Shade Road PO Box 22	DATE RECEIVED:	06/24/2015
CITY / STATE / ZIP:	Woodside DE 19980	ANALYSIS DATE:	06/26/2015
CONTACT:	Carl Jones	REPORT DATE:	06/26/2015
PROJECT:	PLM Analysis		
PROJECT #:	11-285		
LOCATION:	Polytech High School, Woodside, DE		
COLLECTED BY:	CMC		
METHOD #:	Polarized Light Microscopy (PLM) using Environmental Protection Agency (EPA) Interim test method 600 / M4-82-020.		
ACCREDITATION:	National Institute of Standards and Technology (NIST) under the National Voluntary Laboratory Accreditation Program (NVLAP). NVLAP Lab Code: 101848-0		

## REPORT OF ANALYSIS

Laboratory ID Sample No.	Sample Location Description	Layer No. Layer %	Asbestos Type (%)	Non-Asbestos Components (%)
1504163-001	Room 4570, SE corner			
062415-11-285-1B	Vinyl Flooring, Tan, blue, green, Non-homogeneous, Resinous, Non-Friable, 23°C	LAYER 1 100%	None Detected	Cellulose Fiber 3% Calcite 30% Other Non-Fibrous 67%
Asbestos Present: No		Total % Asbestos: No Asbestos Detected		Total % Non-Asbestos: 100.0%
1504163-002	Room 4570, SE corner			
062415-11-285-2B	Mastic, Brown, Homogeneous, Resinous, Non-Friable, 23°C	LAYER 1 100%	None Detected	Calcite 60% Quartz Trace
Asbestos Present: No		Total % Asbestos: No Asbestos Detected		Total % Non-Asbestos: 100.0%
1504163-003	Room 4552, NE corner			
062415-11-285-3B	Vinyl Flooring, Tan, blue, green, Non-homogeneous, Resinous, Non-Friable, 23°C	LAYER 1 100%	None Detected	Cellulose Fiber 3% Calcite 30% Other Non-Fibrous 67%
Asbestos Present: No		Total % Asbestos: No Asbestos Detected		Total % Non-Asbestos: 100.0%
1504163-004	Room 4552, NE corner			
062415-11-285-4B	Mastic, Brown, cream, Homogeneous, Resinous, Non-Friable	LAYER 1 100%	None Detected	Calcite 60% Quartz Trace
Asbestos Present: No		Total % Asbestos: No Asbestos Detected		Total % Non-Asbestos: 100.0%
1504163-005	Room 4570, SE corner			
062415-11-285-5B	Mastic, Tan, Homogeneous, Resinous, Non-Friable	LAYER 1 100%	None Detected	Cellulose Fiber Trace Calcite 60% Quartz Trace
Asbestos Present: No		Total % Asbestos: No Asbestos Detected		Total % Non-Asbestos: 100.0%
1504163-006	Room 4552 NE corner			
062415-11-285-6B	Mastic, Tan, Homogeneous, Resinous, Non-Friable	LAYER 1 100%	None Detected	Cellulose Fiber Trace Calcite 2% Other Non-Fibrous 98%
Asbestos Present: No		Total % Asbestos: No Asbestos Detected		Total % Non-Asbestos: 100.0%

# BULK SAMPLE ANALYSIS REPORT POLARIZED LIGHT MICROSCOPY



**Environmental Testing, Inc.**  
100 South Cass Street  
Middletown, DE 19709  
Tel: (302) 378-9881  
Fax: (302) 378-9882

<b>CUSTOMER:</b>	Polytech School District	<b>DATE COLLECTED:</b>	06/24/2015
<b>ADDRESS:</b>	823 Walnut Shade Road PO Box 22	<b>DATE RECEIVED:</b>	06/24/2015
<b>CITY / STATE / ZIP:</b>	Woodside DE 19980	<b>ANALYSIS DATE:</b>	06/26/2015
<b>CONTACT:</b>	Carl Jones	<b>REPORT DATE:</b>	06/26/2015
<b>PROJECT:</b>	PLM Analysis		
<b>PROJECT #:</b>	11-285		
<b>LOCATION:</b>	Polytech High School, Woodside, DE		
<b>COLLECTED BY:</b>	CMC		
<b>METHOD #:</b>	Polarized Light Microscopy (PLM) using Environmental Protection Agency (EPA) Interim test method 600 / M4-82-020.		
<b>ACCREDITATION:</b>	National Institute of Standards and Technology (NIST) under the National Voluntary Laboratory Accreditation Program (NVLAP). NVLAP Lab Code: 101848-0		

## REPORT OF ANALYSIS

Laboratory ID Sample No.	Sample Location Description	Layer No. Layer %	Asbestos Type	(%)	Non-Asbestos Components	(%)
1504163-007	Room 4030 RTU-A3 Heat Coil, E corner					
062415-11-285-7B	LAYER 1 Pipe elbow insulation - cover, White, Non-homogeneous, Fibrous, Friable, 23°C	LAYER 1 100%	None Detected		Synthetic Fiber Cellulose Fiber Other Non-Fibrous Material	30% Trace 70%
	LAYER 2 Pipe elbow insulation, grey, Non-homogeneous, Fibrous, Friable	LAYER 2 100%	None Detected		Fibrous Glass Quartz Other Non-Fibrous	40% 2% 58%
	<b>Asbestos Present:</b> No	<b>Total % Asbestos:</b> No Asbestos Detected			<b>Total % Non-Asbestos:</b>	100.0%
1504163-008	Room 1161, AHU 13, adjacent to valve					
062415-11-285-8B	LAYER 1 Pipe Insulation - cover, White, Non-homogeneous, Resinous, fibrous, Non-Friable, 22°C	LAYER 1 100%	None Detected		Synthetic Fiber Cellulose Fiber Aluminum Foil Other Non-Fibrous	30% 20% 5% 45%
	LAYER 2 Pipe Insulation, White, Non-homogeneous, Fibrous, Friable, 22°C	LAYER 2 100%	Chrysotile	20%	Binder/Filler	80%
	LAYER 3 Pipe Insulation, Yellow, Non-homogeneous, Fibrous, Friable, 22°C	LAYER 3 100%	None Detected		Fibrous Glass	100%
	<b>Asbestos Present:</b> Yes	<b>Total % Asbestos:</b>	20.0%		<b>Total % Non-Asbestos:</b>	80.0%



# BULK SAMPLE ANALYSIS REPORT POLARIZED LIGHT MICROSCOPY



**Environmental Testing, Inc.**  
100 South Cass Street  
Middletown, DE 19709  
Tel: (302) 378-9881  
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CUSTOMER:	Polytech School District	DATE COLLECTED:	06/24/2015
ADDRESS:	823 Walnut Shade Road PO Box 22	DATE RECEIVED:	06/24/2015
CITY / STATE / ZIP:	Woodside DE 19980	ANALYSIS DATE:	06/26/2015
CONTACT:	Carl Jones	REPORT DATE:	06/26/2015
PROJECT:	PLM Analysis		
PROJECT #:	11-285		
LOCATION:	Polytech High School, Woodside, DE		
COLLECTED BY:	CMC		
METHOD #:	Polarized Light Microscopy (PLM) using Environmental Protection Agency (EPA) Interim test method 600 / M4-82-020.		
ACCREDITATION:	National Institute of Standards and Technology (NIST) under the National Voluntary Laboratory Accreditation Program (NVLAP). NVLAP Lab Code: 101848-0		

## REPORT OF ANALYSIS

Laboratory ID Sample No.	Sample Location Description	Layer No. Layer %	Asbestos Type	(%)	Non-Asbestos Components	(%)
1504163-009	Room 1161, AHU 13, adjacent to unit					
062415-11-285-9B	LAYER 1 Pipe Insulation - cover, White, Non-homogeneous, Resinous, fibrous, Non-Friable, 22°C	LAYER 1 100%	None Detected		Synthetic Fiber Cellulose Fiber Aluminum Foil Other Non-Fibrous	30% 20% 5% 45%
	LAYER 2 Pipe Insulation, White, Non-homogeneous, Fibrous, Friable, 22°C	LAYER 2 100%	Chrysotile	20%	Binder/Filler	80%
	LAYER 3 Pipe Insulation, Yellow, Non-homogeneous, Fibrous, Friable, 22°C	LAYER 3 100%	None Detected		Fibrous Glass	100%
<b>Asbestos Present:</b> Yes		<b>Total % Asbestos:</b>		20.0%	<b>Total % Non-Asbestos:</b>	80.0%
1504163-010	Room 1161, AHU 13, adjacent to valve					
062415-11-285-10B	LAYER 1 Pipe elbow insulation - cover, White, Non-homogeneous, Fibrous, Friable, 23°C	LAYER 1 100%	None Detected		Synthetic Fiber Cellulose Fiber Other Non-Fibrous Material	30% Trace 70%
	LAYER 2 Pipe elbow insulation, White, Non-homogeneous, Fibrous, Friable, 22°C	LAYER 2 100%	Chrysotile	30%	Binder/Filler	70%
	LAYER 3 Pipe elbow insulation, grey, Non-homogeneous, Fibrous, Friable	LAYER 3 100%	None Detected		Fibrous Glass Quartz Other Non-Fibrous	40% 2% 58%
<b>Asbestos Present:</b> Yes		<b>Total % Asbestos:</b>		30.0%	<b>Total % Non-Asbestos:</b>	70.0%

# BULK SAMPLE ANALYSIS REPORT POLARIZED LIGHT MICROSCOPY

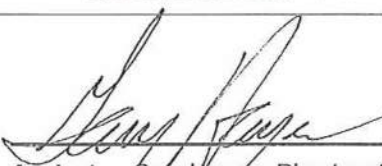


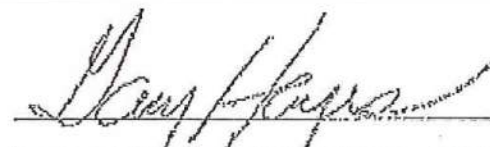
**Environmental Testing, Inc.**  
100 South Cass Street  
Middletown, DE 19709  
Tel: (302) 378-9881  
Fax: (302) 378-9882

CUSTOMER:	Polytech School District	DATE COLLECTED:	06/24/2015
ADDRESS:	823 Walnut Shade Road PO Box 22	DATE RECEIVED:	06/24/2015
CITY / STATE / ZIP:	Woodside DE 19980	ANALYSIS DATE:	06/26/2015
CONTACT:	Carl Jones	REPORT DATE:	06/26/2015
PROJECT:	PLM Analysis		
PROJECT #:	11-285		
LOCATION:	Polytech High School, Woodside, DE		
COLLECTED BY:	CMC		
METHOD #:	Polarized Light Microscopy (PLM) using Environmental Protection Agency (EPA) Interim test method 600 / M4-82-020.		
ACCREDITATION:	National Institute of Standards and Technology (NIST) under the National Voluntary Laboratory Accreditation Program (NVLAP). NVLAP Lab Code: 101848-0		

## REPORT OF ANALYSIS

Laboratory ID Sample No.	Sample Location Description	Layer No. Layer %	Asbestos Type	(%)	Non-Asbestos Components	(%)
1504163-011	Room 1161, AHU 13, adjacent to unit					
062415-11-285-11B	LAYER 1 Pipe elbow insulation - cover, White, Non-homogeneous, Fibrous, Friable, 23°C	LAYER 1 100%	None Detected		Synthetic Fiber Cellulose Fiber Other Non-Fibrous Material	30% Trace 70%
	LAYER 2 Pipe elbow insulation, White, Non-homogeneous, Fibrous, Friable, 22°C	LAYER 2 100%	Chrysotile	30%	Binder/Filler	70%
	LAYER 3 Pipe elbow insulation, grey, Non-homogeneous, Fibrous, Friable	LAYER 3 100%	None Detected		Fibrous Glass Quartz Other Non-Fibrous	40% 2% 58%
Asbestos Present: Yes		Total % Asbestos:		30.0%	Total % Non-Asbestos:	70.0%

  
Analyst - Gary Hayes - Director of IH

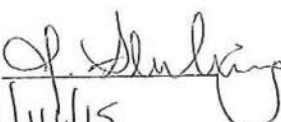
  
Approved Signatory - Gary A. Hayes - Director of IH

Method Detection Limit:  $\leq 1\%$

- \* Fiber concentrations were determined by visually estimating the area percentage for each type.
- \* Asbestos fibers may not be detected by PLM in certain samples because of their size ( $<5\mu\text{m}$ ) or being bound with non-friable organic matrix. In such cases an alternative method of analysis is recommended.
- \* Test report relates only to the items tested.
- \* This report shall not be reproduced, except in full, without the written approval of this laboratory.
- \* The intra-laboratory est. RSD is 0.109 and the inter-laboratory est. RSD is 0.332
- \* This use of this report for purposes of product endorsement, certification, or approval by NIST, NVLAP, or any agency of the Federal Government is prohibited.
- \* This analysis may contain modifications to the test method which were recommended in EPA / 600 / R-93 / 116
- \* Optical Properties were utilized in distinguishing asbestos fibers from non-asbestos fibers



NVLAP Lab Code: 101848-0

Approved by   
Date 7/14/15



# ENVIRONMENTAL TESTING, INC.

100 SOUTH CASS STREET  
MIDDLETOWN, DELAWARE 19709  
(302) 378-5341 FAX (302) 378 9882

CUSTOMER: POLYTECH SCHOOL DISTRICT

PROJECT NAME: POLYTECH RENNOVATIONS

PROJECT #: 11-285

## BULK ASBESTOS SAMPLE LOG

SIGNATURE: *[Signature]*

DATE: 6-24-15

SAMPLE #	ETI #	F/N	MATERIAL DESCRIPTION	AREA	LOCATION	% ASBESTOS
062415-11285-01B	1504163 001	N	VINYL FLOOR	RM 4570 (2810 SF)	SE CORNER	ND
062415-11285-02B	1504163 002	N	TAN MASTIC	RM 4570	SE CORNER	ND
062415-11285-03B	1504163 003	N	VINYL FLOOR	RM 4552	NE CORNER	ND
062415-11285-04B	1504163 004	N	TAN MASTIC	RM 4552	NE CORNER	ND
062415-11285-05B	1504163 005	N	BC MASTIC	RM 4570 (245 LF)	SE CORNER	ND
062415-11285-06B	1504163 006	N	BC MASTIC	RM 4552	NE CORNER	ND
062415-11285-07B	1504163 007	N	PE	RM 4030 - RTU-A3 HEAT COIL	E CORNER	ND
062415-11285-08B	1504163 008	N	PI	RM 1161 AHU 13	ADJACENT TO VALVE	20% Chrysotile
062415-11285-09B	1504163 009	N	PI	RM 1161 AHU 13	ADJACENT TO UNIT	20% Chrysotile
062415-11285-10B	1504163 010	N	PE	RM 1161 AHU 13	ADJACENT TO VALVE	30% Chrysotile
062415-11285-11B	1504163 011	N	PE	RM 1161 AHU 13	ADJACENT TO UNIT	30% Chrysotile

BI - Boiler Insulation  
CT - Ceiling Tile  
CP - Ceiling Plaster  
DW - Dry Wall  
DI - Duct Insulation  
FT - Floor Tile  
ND - None Detected  
PC - Pipe Cover  
PE - Pipe Elbow  
PI - Pipe Insulation  
PT - Pipe Tee  
SP - Spray Foam  
SC - Spray Ceiling  
SW - Spray Wall  
TB - Transite Board  
TI - Tank Insulation  
WB - Wall Board  
WP - Wall Plaster

RELINQ. *[Signature]* REC'D. *[Signature]* DATE: 6/24/15 TIME: *[Time]*

RELINQ. \_\_\_\_\_ REC'D. \_\_\_\_\_ DATE: \_\_\_\_\_ TIME: \_\_\_\_\_

NOTES:

# BULK SAMPLE ANALYSIS REPORT POLARIZED LIGHT MICROSCOPY

CUSTOMER:	Polytech School District	DATE COLLECTED:	07/17/2015
ADDRESS:	823 Walnut Shade Road PO Box 22	DATE RECEIVED:	07/22/2015
CITY / STATE / ZIP:	Woodside DE 19980	ANALYSIS DATE:	07/28/2015
CONTACT:	Carl Jones	REPORT DATE:	07/29/2015
PROJECT:	PLM Sample Analysis		
PROJECT #:	11-285		
LOCATION:	Polytech High School		
COLLECTED BY:	ETI - CMC		
METHOD #:	Polarized Light Microscopy (PLM) using Environmental Protection Agency (EPA) Interim test method 600 / M4-82-020.		
ACCREDITATION:	National Institute of Standards and Technology (NIST) under the National Voluntary Laboratory Accreditation Program (NVLAP). NVLAP Lab Code: 101848-0		



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Middletown, DE 19709  
Tel: (302) 378-9881  
Fax: (302) 378-9882

## REPORT OF ANALYSIS

Laboratory ID Sample No.	Sample Location Description	Layer No. Layer %	Asbestos Type	(%)	Non-Asbestos Components	(%)
1504199-001	1970 - (18: 3' x 7') Windows; 217A NE Corner					
071715-11285-1B	Window Sill, Black, Homogeneous, Hard, Non-Friable, 25°C	LAYER 1 100%	None Detected		Calcite Quartz Other Non-Fibrous	5% 2% 93%
<b>Asbestos Present:</b> No		<b>Total % Asbestos:</b> No Asbestos Detected		<b>Total % Non-Asbestos:</b> 100.0%		
1504199-002	1970 - 213 NE Corner					
071715-11285-2B	Window Sill, Black, Homogeneous, Hard, Non-Friable, 25°C	LAYER 1 100%	None Detected		Calcite Quartz Other Non-Fibrous	5% 2% 93%
<b>Asbestos Present:</b> No		<b>Total % Asbestos:</b> No Asbestos Detected		<b>Total % Non-Asbestos:</b> 100.0%		
1504199-003	1970 - (20: 3' x 4') Windows; 217A NE Corner					
071715-11285-3B	Window Caulk, Tan, Non-homogeneous, Resinous, Non-Friable, 23°C	LAYER 1 100%	Chrysotile	3%	Cellulose Fiber Calcite Paint Quartz Other Non-Fibrous	Trace 40% 10% 2% 45%
<b>Asbestos Present:</b> Yes		<b>Total % Asbestos:</b>		3.0%	<b>Total % Non-Asbestos:</b> 97.0%	
1504199-004	1970 - 213 NE Corner					
071715-11285-4B	Window Caulk, Tan, Non-homogeneous, Resinous, Non-Friable, 23°C	LAYER 1 100%	Chrysotile	3%	Cellulose Fiber Calcite Paint Quartz Other Non-Fibrous	Trace 40% 10% 2% 45%
<b>Asbestos Present:</b> Yes		<b>Total % Asbestos:</b>		3.0%	<b>Total % Non-Asbestos:</b> 97.0%	
1504199-005	1970 - 217A Storage Room NW Corner					
071715-11285-5B	12" Floor Tile, Green, Homogeneous, Granular, Non-Friable, 23°C	LAYER 1 100%	Chrysotile	2%	Cellulose Fiber Calcite Quartz Other Non-Fibrous	2% 40% 2% 54%
<b>Asbestos Present:</b> Yes		<b>Total % Asbestos:</b>		2.0%	<b>Total % Non-Asbestos:</b> 98.0%	



# BULK SAMPLE ANALYSIS REPORT POLARIZED LIGHT MICROSCOPY



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CUSTOMER:	Polytech School District	DATE COLLECTED:	07/17/2015
ADDRESS:	823 Walnut Shade Road PO Box 22	DATE RECEIVED:	07/22/2015
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CONTACT:	Carl Jones	REPORT DATE:	07/29/2015
PROJECT:	PLM Sample Analysis		
PROJECT #:	11-285		
LOCATION:	Polytech High School		
COLLECTED BY:	ETI - CMC		
METHOD #:	Polarized Light Microscopy (PLM) using Environmental Protection Agency (EPA) Interim test method 600 / M4-82-020.		
ACCREDITATION:	National Institute of Standards and Technology (NIST) under the National Voluntary Laboratory Accreditation Program (NVLAP). NVLAP Lab Code: 101848-0		

## REPORT OF ANALYSIS

Laboratory ID Sample No.	Sample Location Description	Layer No. Layer %	Asbestos Type	(%)	Non-Asbestos Components	(%)
1504199-006 071715-11285-6B	1970 - 217A Storage Room NW Corner Mastic, Black, Homogeneous, Resinous, Non-Friable, 23°C	LAYER 1 100%	Chrysotile	5%	Cellulose Fiber Calcite Quartz Other Non-Fibrous	2% 5% 2% 86%
<b>Asbestos Present:</b> Yes		<b>Total % Asbestos:</b>		5.0%	<b>Total % Non-Asbestos:</b>	95.0%
1504199-007 071715-11285-7B	1970 - 211B SW Corner 12" Floor Tile, Green, Homogeneous, Granular, Non- Friable, 23°C	LAYER 1 100%	Chrysotile	2%	Cellulose Fiber Calcite Quartz Other Non-Fibrous	2% 40% 2% 54%
<b>Asbestos Present:</b> Yes		<b>Total % Asbestos:</b>		2.0%	<b>Total % Non-Asbestos:</b>	98.0%
1504199-008 071715-11285-8B	1970 - 211B SW Corner Mastic, Black, Homogeneous, Resinous, Non-Friable, 23°C	LAYER 1 100%	Chrysotile	5%	Cellulose Fiber Calcite Quartz Other Non-Fibrous	2% 5% 2% 86%
<b>Asbestos Present:</b> Yes		<b>Total % Asbestos:</b>		5.0%	<b>Total % Non-Asbestos:</b>	95.0%
1504199-009 071715-11285-9B	1970 Classrooms - 215 NE Corner Ceiling Tile 2'x2', White/Grey, Non- homogeneous, Fibrous, Friable, 24°C	LAYER 1 100%	None Detected		Cellulose Fiber Fibrous Glass Paint	40% 5% 3%
<b>Asbestos Present:</b> No		<b>Total % Asbestos:</b> No Asbestos Detected			<b>Total % Non-Asbestos:</b>	100.0%
1504199-010 071715-11285- 10B	1970 Classrooms - 217C SW Corner Ceiling Tile 2'x2', White/Grey, Non- homogeneous, Fibrous, Friable, 24°C	LAYER 1 100%	None Detected		Cellulose Fiber Fibrous Glass Paint	40% 5% 3%
<b>Asbestos Present:</b> No		<b>Total % Asbestos:</b> No Asbestos Detected			<b>Total % Non-Asbestos:</b>	100.0%
1504199-011 071715-11285- 11B	1970 Hallways - E End of Hall NE Corner Ceiling Tile 2'x4', White/Grey, Non- homogeneous, Fibrous, Friable, 24°C	LAYER 1 100%	None Detected		Cellulose Fiber Fibrous Glass Paint	40% 5% 3%
<b>Asbestos Present:</b> No		<b>Total % Asbestos:</b> No Asbestos Detected			<b>Total % Non-Asbestos:</b>	100.0%

# BULK SAMPLE ANALYSIS REPORT POLARIZED LIGHT MICROSCOPY




**Environmental Testing, Inc.**  
100 South Cass Street  
Middletown, DE 19709  
Tel: (302) 378-9881  
Fax: (302) 378-9882

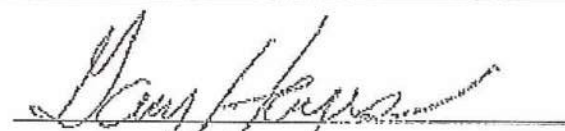
**CUSTOMER:** Polytech School District  
**ADDRESS:** 823 Walnut Shade Road PO Box 22  
**CITY / STATE / ZIP:** Woodside DE 19980  
**CONTACT:** Carl Jones  
**PROJECT:** PLM Sample Analysis  
**PROJECT #:** 11-285  
**LOCATION:** Polytech High School  
**COLLECTED BY:** ETI - CMC  
**METHOD #:** Polarized Light Microscopy (PLM) using Environmental Protection Agency (EPA) Interim test method 600 / M4-82-020.  
**ACCREDITATION:** National Institute of Standards and Technology (NIST) under the National Voluntary Laboratory Accreditation Program (NVLAP).  
NVLAP Lab Code: 101848-0

**DATE COLLECTED:** 07/17/2015  
**DATE RECEIVED:** 07/22/2015  
**ANALYSIS DATE:** 07/28/2015  
**REPORT DATE:** 07/29/2015

## REPORT OF ANALYSIS

Laboratory ID Sample No.	Sample Location Description	Layer No. Layer %	Asbestos Type	(%)	Non-Asbestos Components	(%)
1504199-012	1970 Hallways - W End of Hall NW Corner					
071715-11285- 12B	Ceiling Tile 2'x4', White/Grey, Non- homogeneous, Fibrous, Friable, 24°C	LAYER 1 100%	None Detected		Cellulose Fiber Fibrous Glass Paint	40% 5% 3%
<b>Asbestos Present:</b> No		<b>Total % Asbestos:</b> No Asbestos Detected		<b>Total % Non-Asbestos:</b> 100.0%		

  
Analyst - Gary Hayes - Director of IH

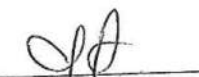
  
Approved Signatory - Gary A. Hayes - Director of IH

Method Detection Limit: = <1%

- \* Fiber concentrations were determined by visually estimating the area percentage for each type.
- \* Asbestos fibers may not be detected by PLM in certain samples because of their size (<5um) or being bound with non-friable organic matrix. In such cases an alternative method of analysis is recommended.
- \* Test report relates only to the items tested.
- \* This report shall not be reproduced, except in full, without the written approval of this laboratory.
- \* The intra-laboratory est. RSD is 0.109 and the inter-laboratory est. RSD is 0.332
- \* This use of this report for purposes of product endorsement, certification, or approval by NIST, NVLAP, or any agency of the Federal Government is prohibited.
- \* This analysis may contain modifications to the test method which were recommended in EPA / 600 / R-93 / 116
- \* Optical Properties were utilized in distinguishing asbestos fibers from non-asbestos fibers



NVLAP Lab Code: 101848-0

Approved by   
Date 8/19/15



<b>ENVIRONMENTAL TESTING, INC.</b> 100 SOUTH CASS STREET MIDDLETOWN, DELAWARE 19709 (302) 378-5341 FAX (302) 378 9882	<b>CUSTOMER: POLYTECH SCHOOL DISTRICT</b> <b>PROJECT NAME: POLYTECH RENNOVATIONS</b> <b>PROJECT #: 11-285</b> <b>SIGNATURE: <i>Dwe</i></b>
<b>BULK ASBESTOS SAMPLE LOG</b>	
<b>DATE: 7/17/15</b>	

SAMPLE #	ETI #	F/N	MATERIAL DESCRIPTION	AREA	LOCATION	% ASBESTOS*
071715-11285-01B	1504199 -601	N	BLACK WINDOWSILL	1970-18'3"X7' WINDOWS	217A NE CORNER	ND
071715-11285-02B	" -602	N	BLACK WINDOWSILL	1970	213 NE CORNER	ND
071715-11285-03B	" -603	N	INTERIOR TAN WINDOW CAULK	1970-20'3' X 4' WINDOWS	217A NE CORNER	3% Chrysotile
071715-11285-04B	" -604	N	INTERIOR TAN WINDOW CAULK	1970	213 NE CORNER	3% Chrysotile
071715-11285-05B	" -605	N	GREEN 12" VFT	1970	217 A STORAGE ROOM NW CORNER	20% Chrysotile
071715-11285-06B	" -606	N	BLACK MASTIC	1970	217 A STORAGE ROOM NW CORNER	5% Chrysotile
071715-11285-07B	" -607	N	GREEN 12" VFT	1970	211 B SW CORNER	2% Chrysotile
071715-11285-08B	" -608	N	BLACK MASTIC	1970	211 B SW CORNER	5% Chrysotile
071715-11285-09B	" -609	N	2 X 2 CEILING TILE	1970 CLASSROOMS	215 NE CORNER	ND
071715-11285-10B	" -610	N	2 X 2 CEILING TILE	1970 CLASSROOMS	217 C SW CORNER	ND
071715-11285-11B	" -611	N	2 X 4 CEILING TILE	1970 HALLWAYS	E END OF HALL - NE CORNER	ND

RELINQ. <i>Dwe</i> CT - Ceiling CP - Ceiling Plaster BI - Bulkhead Insulation TI - Tank Insulation WI - Wall Insulation WP - Wall Plaster	REC'D. <i>Dwe</i> ND - None Detected PC - Pipe Cover PE - Pipe Elbow PI - Pipe Insulation PT - Pipe Tee SB - Spray Beam SC - Spray Ceiling SW - Spray Wall TB - Transite Board	DATE 7/22/15 TIME 2:30am	RELINQ. _____ CONTACT: _____	REC'D. _____ DATE _____ TIME _____	NOTES: _____
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*ND = None Detected*

Issue Date: December 2014

Revision Status: 3

Issuing Authority: GAH



# BULK SAMPLE ANALYSIS REPORT POLARIZED LIGHT MICROSCOPY



CUSTOMER:	Polytech School District	DATE COLLECTED:	07/21/2015
ADDRESS:	823 Walnut Shade Road PO Box 22	DATE RECEIVED:	07/22/2015
CITY / STATE / ZIP:	Woodside DE 19980	ANALYSIS DATE:	07/29/2015
CONTACT:	Carl Jones	REPORT DATE:	07/29/2015
PROJECT:	PLM Sample Analysis		
PROJECT #:	11-285		
LOCATION:	Polytech High School		
COLLECTED BY:	ETI - CMC		
METHOD #:	Polarized Light Microscopy (PLM) using Environmental Protection Agency (EPA) Interim test method 600 / M4-82-020.		
ACCREDITATION:	National Institute of Standards and Technology (NIST) under the National Voluntary Laboratory Accreditation Program (NVLAP). NVLAP Lab Code: 101848-0		

**Environmental Testing, Inc.**  
**100 South Cass Street**  
**Middletown, DE 19709**  
**Tel: (302) 378-9881**  
**Fax: (302) 378-9882**

## REPORT OF ANALYSIS

Laboratory ID Sample No.	Sample Location Description	Layer No. Layer %	Asbestos Type	(%)	Non-Asbestos Components	(%)
1504197-001	1963 - (31: 40" x 54"); NE Window - Outside 214					
072115-11285-1B	Exterior Window Caulk, Resinous, Homogeneous, Hard, Non-Friable, 25°C	LAYER 1 100%	Chrysotile	6%	Calcite Quartz	40% 2%
<b>Asbestos Present: Yes</b>		<b>Total % Asbestos:</b>		6.0%	<b>Total % Non-Asbestos:</b> 94.0%	
1504197-002	1963 - (31: 40" x 54"); SE Window - Outside 206					
072115-11285-2B	Exterior Window Caulk, Resinous, Homogeneous, Hard, Non-Friable, 25°C	LAYER 1 100%	Chrysotile	6%	Calcite Quartz	40% 2%
<b>Asbestos Present: Yes</b>		<b>Total % Asbestos:</b>		6.0%	<b>Total % Non-Asbestos:</b> 94.0%	
1504197-003	1963 - (15: 40" x 54"); NE Window - Outside 207					
072115-11285-3B	Exterior Window Caulk, Resinous, Homogeneous, Hard, Non-Friable, 25°C	LAYER 1 100%	Chrysotile	6%	Calcite Quartz	40% 2%
<b>Asbestos Present: Yes</b>		<b>Total % Asbestos:</b>		6.0%	<b>Total % Non-Asbestos:</b> 94.0%	
1504197-004	1963 - (5: 80" x 62"); SW Window - Outside 317					
072115-11285-4B	Exterior Window Caulk, Resinous, Homogeneous, Hard, Non-Friable, 25°C	LAYER 1 100%	Chrysotile	6%	Calcite Quartz	40% 2%
<b>Asbestos Present: Yes</b>		<b>Total % Asbestos:</b>		6.0%	<b>Total % Non-Asbestos:</b> 94.0%	
1504197-005	1963 - (14: 80" x 54"); NW Window - Outside 305					
072115-11285-5B	Exterior Window Caulk, Resinous, Homogeneous, Hard, Non-Friable, 25°C	LAYER 1 100%	Chrysotile	6%	Calcite Quartz	40% 2%
<b>Asbestos Present: Yes</b>		<b>Total % Asbestos:</b>		6.0%	<b>Total % Non-Asbestos:</b> 94.0%	



# BULK SAMPLE ANALYSIS REPORT POLARIZED LIGHT MICROSCOPY



**Environmental Testing, Inc.**  
100 South Cass Street  
Middletown, DE 19709  
Tel: (302) 378-9881  
Fax: (302) 378-9882

CUSTOMER:	Polytech School District	DATE COLLECTED:	07/21/2015
ADDRESS:	823 Walnut Shade Road PO Box 22	DATE RECEIVED:	07/22/2015
CITY / STATE / ZIP:	Woodside DE 19980	ANALYSIS DATE:	07/29/2015
CONTACT:	Carl Jones	REPORT DATE:	07/29/2015
PROJECT:	PLM Sample Analysis		
PROJECT #:	11-285		
LOCATION:	Polytech High School		
COLLECTED BY:	ETI - CMC		
METHOD #:	Polarized Light Microscopy (PLM) using Environmental Protection Agency (EPA) Interim test method 600 / M4-82-020.		
ACCREDITATION:	National Institute of Standards and Technology (NIST) under the National Voluntary Laboratory Accreditation Program (NVLAP).		
	NVLAP Lab Code: 101848-0		

## REPORT OF ANALYSIS

Laboratory ID Sample No.	Sample Location Description	Layer No. Layer %	Asbestos Type	(%)	Non-Asbestos Components	(%)
1504197-006	1963 - (3: 80" x 78"); NW Window - Boiler Room					
072115-11285-6B	Exterior Window Caulk, Resinous, Homogeneous, Hard, Non-Friable, 25°C	LAYER 1 100%	Chrysotile	6%	Calcite Quartz	40% 2%
<b>Asbestos Present:</b> Yes		<b>Total % Asbestos:</b>		6.0%	<b>Total % Non-Asbestos:</b> 94.0%	
1504197-007	2006 - Halls; SW Corner of Main Hall					
072115-11285-7B	Ceiling Tile 2x4, White/Grey, Non-homogeneous, Fibrous, Friable, 25°C	LAYER 1 100%	None Detected		Cellulose Fiber Fibrous Glass Paint	40% 5% 3%
<b>Asbestos Present:</b> No		<b>Total % Asbestos:</b> No Asbestos Detected			<b>Total % Non-Asbestos:</b> 100.0%	
1504197-008	2006 - Classrooms; Room 701 - SE Corner					
072115-11285-8B	Ceiling Tile 2x2, White/Grey, Non-homogeneous, Fibrous, Friable, 25°C	LAYER 1 100%	None Detected		Cellulose Fiber Fibrous Glass Paint	40% 5% 3%
<b>Asbestos Present:</b> No		<b>Total % Asbestos:</b> No Asbestos Detected			<b>Total % Non-Asbestos:</b> 100.0%	
1504197-009	2006 - Above Ceiling; Room 701 - SE Corner					
072115-11285-9B	LAYER 1 Pipe Fitting Insulation Jacket - coating, White, silver, Non-homogeneous, Resinous, metallic, Non-Friable, 25°C	LAYER 1 100%	None Detected		Cellulose Fiber Quartz Other Non-Fibrous Material	5% 10% 85%
	LAYER 2 Pipe Fitting Insulation Jacket - paper, White, Non-homogeneous, Fibrous, Friable, 25°C	LAYER 2 100%	None Detected		Cellulose Fiber	100%
	LAYER 3 Pipe Fitting Insulation Jacket - foil, Silver, Non-homogeneous, Metallic, Non-Friable, 25°C	LAYER 3 100%	None Detected		Metal Foil	100%
<b>Asbestos Present:</b> No		<b>Total % Asbestos:</b> No Asbestos Detected			<b>Total % Non-Asbestos:</b> 100.0%	

# BULK SAMPLE ANALYSIS REPORT POLARIZED LIGHT MICROSCOPY



**Environmental Testing, Inc.**  
100 South Cass Street  
Middletown, DE 19709  
Tel: (302) 378-9881  
Fax: (302) 378-9882

CUSTOMER:	Polytech School District	DATE COLLECTED:	07/21/2015
ADDRESS:	823 Walnut Shade Road PO Box 22	DATE RECEIVED:	07/22/2015
CITY / STATE / ZIP:	Woodside DE 19980	ANALYSIS DATE:	07/29/2015
CONTACT:	Carl Jones	REPORT DATE:	07/29/2015
PROJECT:	PLM Sample Analysis		
PROJECT #:	11-285		
LOCATION:	Polytech High School		
COLLECTED BY:	ETI - CMC		
METHOD #:	Polarized Light Microscopy (PLM) using Environmental Protection Agency (EPA) Interim test method 600 / M4-82-020.		
ACCREDITATION:	National Institute of Standards and Technology (NIST) under the National Voluntary Laboratory Accreditation Program (NVLAP). NVLAP Lab Code: 101848-0		

## REPORT OF ANALYSIS

Laboratory ID Sample No.	Sample Location Description	Layer No. Layer %	Asbestos Type (%)	Non-Asbestos Components (%)
1504197-010	2006 - Classrooms; Room 712 - NW Corner			
072115-11285-10B	12" Floor Tile, White, Homogeneous, Granular, Non-Friable, 25°C	LAYER 1 100%	None Detected	Calcite 40% Quartz 2% Other Non-Fibrous 58%
<b>Asbestos Present:</b> No		<b>Total % Asbestos:</b> No Asbestos Detected		<b>Total % Non-Asbestos:</b> 100.0%
1504197-011	2006 - Classrooms; Room 712 - NW Corner			
072115-11285-11B	Mastic, Blonde, Homogeneous, Resinous, Non-Friable, 25°C Note: Very small amount of mastic present	LAYER 1 100%	None Detected	Calcite 10% Quartz 2% Other Non-Fibrous 88%
<b>Asbestos Present:</b> No		<b>Total % Asbestos:</b> No Asbestos Detected		<b>Total % Non-Asbestos:</b> 100.0%
1504197-012	2006 - Classrooms; Room 712 - NW Corner			
072115-11285-12B	12" Floor Tile, Grey, Homogeneous, Granular, Non-Friable, 26°C	LAYER 1 100%	None Detected	Cellulose Fiber Trace Calcite 40% Quartz 2% Other Non-Fibrous 58%
<b>Asbestos Present:</b> No		<b>Total % Asbestos:</b> No Asbestos Detected		<b>Total % Non-Asbestos:</b> 100.0%
1504197-013	2006 - Classrooms; Room 712 - NW Corner			
072115-11285-13B	Mastic, Blonde, Homogeneous, Resinous, Non-Friable	LAYER 1 100%	None Detected	Calcite 10% Quartz 2% Other Non-Fibrous 88%
<b>Asbestos Present:</b> No		<b>Total % Asbestos:</b> No Asbestos Detected		<b>Total % Non-Asbestos:</b> 100.0%



# BULK SAMPLE ANALYSIS REPORT POLARIZED LIGHT MICROSCOPY



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Tel: (302) 378-9881  
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CUSTOMER:	Polytech School District	DATE COLLECTED:	07/21/2015
ADDRESS:	823 Walnut Shade Road PO Box 22	DATE RECEIVED:	07/22/2015
CITY / STATE / ZIP:	Woodside DE 19980	ANALYSIS DATE:	07/29/2015
CONTACT:	Carl Jones	REPORT DATE:	07/29/2015
PROJECT:	PLM Sample Analysis		
PROJECT #:	11-285		
LOCATION:	Polytech High School		
COLLECTED BY:	ETI - CMC		
METHOD #:	Polarized Light Microscopy (PLM) using Environmental Protection Agency (EPA) Interim test method 600 / M4-82-020.		
ACCREDITATION:	National Institute of Standards and Technology (NIST) under the National Voluntary Laboratory Accreditation Program (NVLAP). NVLAP Lab Code: 101848-0		

## REPORT OF ANALYSIS

Laboratory ID Sample No.	Sample Location Description	Layer No. Layer %	Asbestos Type (%)	Non-Asbestos Components (%)
1504197-014 072115-11285- 14B	2006 - Hallways; Ceiling Outside of 715  LAYER 1 Drywall, White, Homogeneous, Granular, Friable, 26°C  LAYER 2 Drywall - paper, White/Brown, Homogeneous, Fibrous, Friable, 26°C  LAYER 3 Joint Compound, White, Homogeneous, Fine Grained, Friable, 26°C	LAYER 1 100%  LAYER 2 100%  LAYER 3 100%	None Detected  None Detected  None Detected	Cellulose Fiber 3% Fibrous Glass 3% Quartz 5%  Cellulose Fiber 100%  Calcite 50% Mica 25% Quartz 2%
<b>Asbestos Present:</b> No		<b>Total % Asbestos:</b> No Asbestos Detected		<b>Total % Non-Asbestos:</b> 100.0%
1504197-015 072115-11285- 15B	Hall Outside; Above Ceiling Outside Boiler Room  Firestop compound, Red, Homogeneous, Resinous, Non- Friable, 20°C	LAYER 1 100%	None Detected	Wollastonite 10% Cellulose Fiber Trace Calcite 10%
<b>Asbestos Present:</b> No		<b>Total % Asbestos:</b> No Asbestos Detected		<b>Total % Non-Asbestos:</b> 100.0%
1504197-016 072115-11285- 16B	1963 - Hall; Outside Room 305  Floor Tile, Multicolored stone inclusions, Homogeneous, Hard, Non-Friable, 26°C	LAYER 1 100%	None Detected	Cellulose Fiber Trace Calcite 60% Quartz 2%
<b>Asbestos Present:</b> No		<b>Total % Asbestos:</b> No Asbestos Detected		<b>Total % Non-Asbestos:</b> 100.0%
1504197-017 072115-11285- 17B	1963 - Hall; Outside Room 305  Mastic, Tan/white, Non- homogeneous, Resinous, Non- Friable, 26°C	LAYER 1 100%	None Detected	Cellulose Fiber Trace Calcite 10% Quartz 2%
<b>Asbestos Present:</b> No		<b>Total % Asbestos:</b> No Asbestos Detected		<b>Total % Non-Asbestos:</b> 100.0%



# BULK SAMPLE ANALYSIS REPORT POLARIZED LIGHT MICROSCOPY



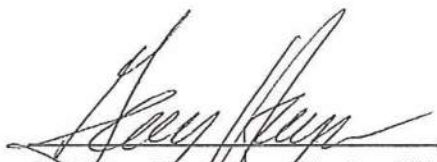
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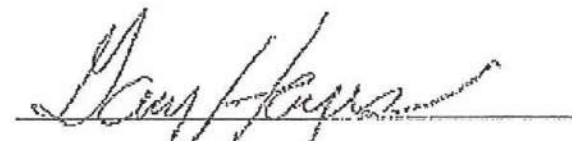
CUSTOMER: Polytech School District  
ADDRESS: 823 Walnut Shade Road PO Box 22  
CITY / STATE / ZIP: Woodside DE 19980  
CONTACT: Carl Jones  
PROJECT: PLM Sample Analysis  
PROJECT #: 11-285  
LOCATION: Polytech High School  
COLLECTED BY: ETI - CMC  
METHOD #: Polarized Light Microscopy (PLM) using Environmental Protection Agency (EPA) Interim test method 600 / M4-82-020.  
ACCREDITATION: National Institute of Standards and Technology (NIST) under the National Voluntary Laboratory Accreditation Program (NVLAP).  
NVLAP Lab Code: 101848-0

DATE COLLECTED: 07/21/2015  
DATE RECEIVED: 07/22/2015  
ANALYSIS DATE: 07/29/2015  
REPORT DATE: 07/29/2015

## REPORT OF ANALYSIS

Laboratory ID Sample No.	Sample Location Description	Layer No. Layer %	Asbestos Type (%)	Non-Asbestos Components (%)
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Analyst - Gary Hayes - Director of IH


  
Approved Signatory - Gary A. Hayes - Director of IH

Method Detection Limit: = <1%

- \* Fiber concentrations were determined by visually estimating the area percentage for each type.
- \* Asbestos fibers may not be detected by PLM in certain samples because of their size (<5um) or being bound with non-friable organic matrix. In such cases an alternative method of analysis is recommended.
- \* Test report relates only to the items tested.
- \* This report shall not be reproduced, except in full, without the written approval of this laboratory.
- \* The Intra-laboratory est. RSD is 0.109 and the Inter-laboratory est. RSD is 0.332
- \* This use of this report for purposes of product endorsement, certification, or approval by NIST, NVLAP, or any agency of the Federal Government is prohibited.
- \* This analysis may contain modifications to the test method which were recommended in EPA / 600 / R-93 / 116
- \* Optical Properties were utilized in distinguishing asbestos fibers from non-asbestos fibers



NVLAP Lab Code: 101848-0

Approved by   
Date 8/19/15

ENVIRONMENTAL TESTING, INC.

100 SOUTH CASS STREET

MIDDLETOWN, DELAWARE 19709

(302) 378-5341

FAX (302) 378 9882

CUSTOMER: POLYTECH SCHOOL DISTRICT

PROJECT NAME: POLYTECH RENNOVATIONS

PROJECT #: 11-285

Polytech High School

DATE: 7/21/15

BULK ASBESTOS SAMPLE LOG

SIGNATURE: *AMC*

SAMPLE #	ETI #	FIN*	MATERIAL DESCRIPTION	AREA	LOCATION	% ASBESTOS*
072115-11285-01 B	1504197-001	N	EXT WINDOW CAULK	1963 (31:40"x54")	NE WINDOW - OUTSIDE 214	6%
072115-11285-02 B	" -002	N	"	"	SE WINDOW - OUTSIDE 206	Chrysotile 6%
072115-11285-03 B	" -003	N	"	1963 (15:40"x54")	NE WINDOW - OUTSIDE 207	Chrysotile 6%
072115-11285-04 B	" -004	N	"	1963 (5:60"x62")	SW WINDOW - OUTSIDE 317	Chrysotile 6%
072115-11285-05 B	" -005	N	"	1963 (14:60"x54")	NW WINDOW - OUTSIDE 305	Chrysotile 6%
072115-11285-06 B	" -006	N	"	1963 (3:00"x78")	NW WINDOW - BOILER RM	Chrysotile 6%
072115-11285-07 B	" -007	N	2x4 CT	2006 - HALLS	SW CORNER OF MAIN HALL	Chrysotile
072115-11285-08 B	" -008	N	2x2 CT	2006 - CLASS ROOMS	RM 701 - SE CORNER	N/D
072115-11285-09 B	" -009	N	PE COATING	2006 - ABOVE CEILING	RM 701 - SE CORNER	N/D
072115-11285-10 B	" -010	N	WHT 4" BRN 12" VFT	CLASS ROOMS - 2006	RM 712 - NW CORNER	N/D
072115-11285-11 B	" -011	N	TAN MASTIC	"	RM 712 - NW CORNER	N/D

BI - Boiler Insulation

CT - Ceiling Tile

CP - Ceiling Plaster

DW - Dry Wall

DI - Duct Insulation

FT - Floor Tile

ND - Nerve Decid

PC - Pipe Cover

PE - Pipe Elbow

PI - Pipe Insulation

PT - Pipe Tee

SB - Spray Beam

SC - Spray Ceiling

SW - Spray Wall

TB - Transite Board

TI - Tank Insulation

WG - Wall Board

WP - Wall Plaster

F - Friable  
N - Nonfriable

RELINQ. *AMC*

REC'D. *gjd*

DATE 7/22/15

TIME 1:50pm

RELINQ.

REC'D.

DATE

TIME

RELINQ.

REC'D.

DATE

TIME

NOTES:



# ENVIRONMENTAL TESTING, INC.

100 SOUTH CASS STREET  
MIDDLETOWN, DELAWARE 19709  
(302) 378-5341 FAX (302) 378 9882

CUSTOMER: POLYTECH SCHOOL DISTRICT

PROJECT NAME: POLYTECH RENNOVATIONS

Polytech High School

PROJECT #: 11-285

## BULK ASBESTOS SAMPLE LOG

SIGNATURE: *DNC*

DATE: 7/21/15

SAMPLE #	ETI #	F/N*	MATERIAL DESCRIPTION	AREA	LOCATION	% ASBESTOS*
072115-11285-12 B	1504197-012	N	GREY w/ DE 12" VET	2006 - CLASS ROOMS	RM 712 - NW CORNER	ND
072115-11285-13 B	" -013	N	TAN MASTIC	"	RM 717 - NW CORNER	ND
072115-11285-14 B	" -014	N	DN/JC	2006 - HALLWAYS	CEILING OUTSIDE OF 715	ND
072115-11285-15 B	" -015	N	BROWN FIRESMP / GAP FILLER	HALL OUTSIDE	ABOVE CEILING TO OUTSIDE BOILER ROOM	ND
072115-11285-16 B	" -016	N	12 VET BEIGE w/ ROCKS	1963 - HALL	1963 - OUTSIDE RM 305	ND
072115-11285-17 B	" -017	N	TAN MASTIC	"	"	ND
072115-11285-B						
072115-11285-B						
072115-11285-B						
072115-11285-B						
072115-11285-B						
072115-11285-B						

BI - Boiler Insulation  
CT - Ceiling Tile  
CP - Ceiling Plaster  
DW - Dry Wall  
DI - Duct Insulation  
FT - Floor Tile  
ND - None Detected  
PC - Pipe Cover  
PE - Pipe Elbow  
PI - Pipe Insulation  
PT - Pipe  
SB - Spray Beam  
SC - Spray Ceiling  
SW - Spray Wall  
TB - Transite Board  
TI - Tank Insulation  
WB - Wall Board  
WP - Wall Plaster

F - Friable  
N - Nonfriable

RELINQ. *DNC* REC'D. *OFF* DATE 7/22/15 TIME 1:50pm  
RELINQ. \_\_\_\_\_ REC'D. \_\_\_\_\_ DATE \_\_\_\_\_ TIME \_\_\_\_\_  
RELINQ. \_\_\_\_\_ REC'D. \_\_\_\_\_ DATE \_\_\_\_\_ TIME \_\_\_\_\_

RELINQ. \_\_\_\_\_ REC'D. \_\_\_\_\_  
CONTACT: \_\_\_\_\_ NOTES: \_\_\_\_\_

# BULK SAMPLE ANALYSIS REPORT POLARIZED LIGHT MICROSCOPY



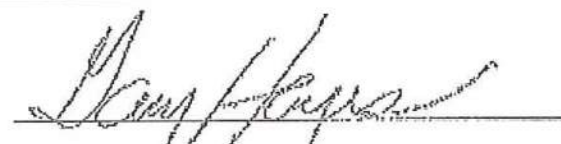
**Environmental Testing, Inc.**  
100 South Cass Street  
Middletown, DE 19709  
Tel: (302) 378-9881  
Fax: (302) 378-9882

CUSTOMER:	Polytech School District	DATE COLLECTED:	07/24/2015
ADDRESS:	823 Walnut Shade Road PO Box 22	DATE RECEIVED:	07/24/2015
CITY / STATE / ZIP:	Woodside DE 19980	ANALYSIS DATE:	08/06/2015
CONTACT:	Carl Jones	REPORT DATE:	08/06/2015
PROJECT:	PLM Sample Analysis		
PROJECT #:	11-285		
LOCATION:	Polytech High School, Woodside, DE		
COLLECTED BY:	CMC		
METHOD #:	Polarized Light Microscopy (PLM) using Environmental Protection Agency (EPA) Interim test method 600 / M4-82-020.		
ACCREDITATION:	National Institute of Standards and Technology (NIST) under the National Voluntary Laboratory Accreditation Program (NVLAP). NVLAP Lab Code: 101848-0		

## REPORT OF ANALYSIS

Laboratory ID Sample No.	Sample Location Description	Layer No. Layer %	Asbestos Type (%)	Non-Asbestos Components (%)
1504213-001 072415-11285-1B	1996 Wing, Rm 5047, NE corner 12" Floor Tile, Grey, Homogeneous, Granular, Non-Friable, 22°C	LAYER 1 100%	None Detected	Cellulose Fiber Trace Calcite 60% Quartz 2%
<b>Asbestos Present:</b> No		<b>Total % Asbestos:</b> No Asbestos Detected		<b>Total % Non-Asbestos:</b> 100.0%
1504213-002 072415-11285-2B	1996 Wing, Rm 5047, NE corner Mastic, Amber, Non-homogeneous, Resinous, Non-Friable, 22°C Note: Leveling Compound attached to mastic	LAYER 1 100%	None Detected	Cellulose Fiber Trace Calcite 5% Quartz 3% Other Non-Fibrous 92%
<b>Asbestos Present:</b> No		<b>Total % Asbestos:</b> No Asbestos Detected		<b>Total % Non-Asbestos:</b> 100.0%
1504213-003 072415-11285-3B	1996 Wing, 2nd floor auditorium, NE corner Carpet Mastic, Green, Homogeneous, Resinous, Non- Friable, 22°C	LAYER 1 100%	None Detected	Cellulose Fiber Trace Quartz 2% Calcite 3% Other Non-Fibrous 95%
<b>Asbestos Present:</b> No		<b>Total % Asbestos:</b> No Asbestos Detected		<b>Total % Non-Asbestos:</b> 100.0%

  
**Analyst - Gary Hayes - Director of IH**


  
**Approved Signatory - Gary A. Hayes - Director of IH**

Method Detection Limit:  $\leq 1\%$

- \* Fiber concentrations were determined by visually estimating the area percentage for each type.
- \* Asbestos fibers may not be detected by PLM in certain samples because of their size ( $<5\mu\text{m}$ ) or being bound with non-friable organic matrix. In such cases an alternative method of analysis is recommended.
- \* Test report relates only to the items tested.
- \* This report shall not be reproduced, except in full, without the written approval of this laboratory.
- \* The intra-laboratory est. RSD is 0.109 and the inter-laboratory est. RSD is 0.332
- \* This use of this report for purposes of product endorsement, certification, or approval by NIST, NVLAP, or any agency of the Federal Government is prohibited.
- \* This analysis may contain modifications to the test method which were recommended in EPA / 600 / R-93 / 116
- \* Optical Properties were utilized in distinguishing asbestos fibers from non-asbestos fibers



NVLAP Lab Code: 101848-0

Approved by   
Date 8/19/15





# BULK SAMPLE ANALYSIS REPORT POLARIZED LIGHT MICROSCOPY



**Environmental Testing, Inc.**  
100 South Cass Street  
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Tel: (302) 378-9881  
Fax: (302) 378-9882

CUSTOMER:	Polytech School District	DATE COLLECTED:	07/29/2015
ADDRESS:	823 Walnut Shade Road PO Box 22	DATE RECEIVED:	08/29/2015
CITY / STATE / ZIP:	Woodside DE 19980	ANALYSIS DATE:	08/06/2015
CONTACT:	Carl Jones	REPORT DATE:	08/06/2015
PROJECT:	PLM Analysis		
PROJECT #:	11-285		
LOCATION:	Polytech High School, Woodside, DE		
COLLECTED BY:	CMC		
METHOD #:	Polarized Light Microscopy (PLM) using Environmental Protection Agency (EPA) Interim test method 600 / M4-82-020.		
ACCREDITATION:	National Institute of Standards and Technology (NIST) under the National Voluntary Laboratory Accreditation Program (NVLAP). NVLAP Lab Code: 101848-0		

## REPORT OF ANALYSIS

Laboratory ID Sample No.	Sample Location Description	Layer No. Layer %	Asbestos Type (%)	Non-Asbestos Components (%)
1504216-001 072915-11285-1B	1963 Section, 3590, NE Corner LAYER 1 12" Floor Tile, Grey, Homogeneous, Granular, Non-Friable, 23°C	LAYER 1 100%	None Detected	Calcite 60% Quartz 2% Other Non-Fibrous 38%
	LAYER 2 Mastic, Tan, Homogeneous, Resinous, Non-Friable, 23°C	LAYER 2 100%	None Detected	Calcite 10% Other Non-Fibrous 90%
	<b>Asbestos Present:</b> No	<b>Total % Asbestos:</b> No Asbestos Detected	<b>Total % Non-Asbestos:</b> 100.0%	
1504216-002 072915-11285-2B	1963 Section, 3590, NE Corner 12" Floor Tile, Dark Grey, Homogeneous, Granular, Non- Friable, 23°C	LAYER 1 100%	None Detected	Calcite 60% Quartz 2% Other Non-Fibrous 38%
	<b>Asbestos Present:</b> No	<b>Total % Asbestos:</b> No Asbestos Detected	<b>Total % Non-Asbestos:</b> 100.0%	
1504216-003 072915-11285-3B	1963 Section, 3590, NE Corner Mastic, Tan, Non-homogeneous, Resinous, Non-Friable, 23°C	LAYER 1 100%	None Detected	Calcite 10% Other Non-Fibrous 90%
	<b>Asbestos Present:</b> No	<b>Total % Asbestos:</b> No Asbestos Detected	<b>Total % Non-Asbestos:</b> 100.0%	
1504216-004 072915-11285-4B	1970 Section; 2713, NW Corner Residual mastic, Brown, Homogeneous, Resinous, Non- Friable, 23°C	LAYER 1 100%	None Detected	Asbestiform Antigortite 5% Calcite 10% Other Non-Fibrous 85%
	<b>Asbestos Present:</b> No	<b>Total % Asbestos:</b> No Asbestos Detected	<b>Total % Non-Asbestos:</b> 100.0%	
1504216-005 072915-11285-5B	2006 Section; 2730, NE Corner 12" Floor Tile, Light Beige, Homogeneous, Granular, Non- Friable, 23°C	LAYER 1 100%	None Detected	Cellulose Fiber Trace Calcite 60% Quartz 2% Other Non-Fibrous 38%
	<b>Asbestos Present:</b> No	<b>Total % Asbestos:</b> No Asbestos Detected	<b>Total % Non-Asbestos:</b> 100.0%	



# BULK SAMPLE ANALYSIS REPORT POLARIZED LIGHT MICROSCOPY



**Environmental Testing, Inc.**  
100 South Cass Street  
Middletown, DE 19709  
Tel: (302) 378-9881  
Fax: (302) 378-9882

CUSTOMER:	Polytech School District	DATE COLLECTED:	07/29/2015
ADDRESS:	823 Walnut Shade Road PO Box 22	DATE RECEIVED:	08/29/2015
CITY / STATE / ZIP:	Woodside DE 19980	ANALYSIS DATE:	08/06/2015
CONTACT:	Carl Jones	REPORT DATE:	08/06/2015
PROJECT:	PLM Analysis		
PROJECT #:	11-285		
LOCATION:	Polytech High School, Woodside, DE		
COLLECTED BY:	CMC		
METHOD #:	Polarized Light Microscopy (PLM) using Environmental Protection Agency (EPA) Interim test method 600 / M4-82-020.		
ACCREDITATION:	National Institute of Standards and Technology (NIST) under the National Voluntary Laboratory Accreditation Program (NVLAP). NVLAP Lab Code: 101848-0		

## REPORT OF ANALYSIS

Laboratory ID Sample No.	Sample Location Description	Layer No. Layer %	Asbestos Type	(%)	Non-Asbestos Components	(%)
1504216-006 072915-11285-6B	2006 Section; 2730, NE Corner Mastic, Black/amber, Non- homogeneous, Resinous, Non- Friable, 23°C	LAYER 1 100%	Chrysotile	2%	Cellulose Fiber Calcite Quartz Other Non-Fibrous	Trace 3% 3% 92%
<b>Asbestos Present:</b> Yes		<b>Total % Asbestos:</b>		2.0%	<b>Total % Non-Asbestos:</b>	98.0%
1504216-007 072915-11285-7B	2006 Section; 2730, NE Corner 12" Floor Tile, Light Grey, Homogeneous, Granular, Non- Friable, 22°C	LAYER 1 100%	None Detected		Cellulose Fiber Calcite Other Non-Fibrous	Trace 60% 40%
<b>Asbestos Present:</b> No		<b>Total % Asbestos:</b> No Asbestos Detected			<b>Total % Non-Asbestos:</b>	100.0%
1504216-008 072915-11285-8B	2006 Section; 2110, SW Corner 12" Floor Tile, Off White, Homogeneous, Granular, Non- Friable, 22°C	LAYER 1 100%	None Detected		Cellulose Fiber Calcite Quartz Other Non-Fibrous	Trace 60% 2% 38%
<b>Asbestos Present:</b> No		<b>Total % Asbestos:</b> No Asbestos Detected			<b>Total % Non-Asbestos:</b>	100.0%
1504216-009 072915-11285-9B	2006 Section; 2110, SW Corner 12" Floor Tile, Red, Homogeneous, Granular, Non-Friable	LAYER 1 100%	None Detected		Cellulose Fiber Calcite Quartz Other Non-Fibrous	Trace 40% Trace 60%
<b>Asbestos Present:</b> No		<b>Total % Asbestos:</b> No Asbestos Detected			<b>Total % Non-Asbestos:</b>	100.0%
1504216-010 072915-11285-10B	2006 Section; 2110, SW Corner Mastic, Black, Homogeneous, Resinous, Non-Friable, 23°C	LAYER 1 100%	None Detected		Calcite Other Non-Fibrous	2% 98%
<b>Asbestos Present:</b> No		<b>Total % Asbestos:</b> No Asbestos Detected			<b>Total % Non-Asbestos:</b>	100.0%

# BULK SAMPLE ANALYSIS REPORT POLARIZED LIGHT MICROSCOPY



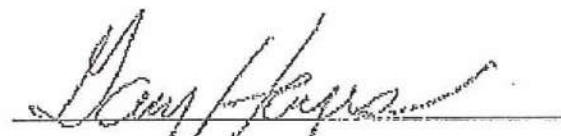
**Environmental Testing, Inc.**  
100 South Cass Street  
Middletown, DE 19709  
Tel: (302) 378-9881  
Fax: (302) 378-9882

CUSTOMER:	Polytech School District	DATE COLLECTED:	07/29/2015
ADDRESS:	823 Walnut Shade Road PO Box 22	DATE RECEIVED:	08/29/2015
CITY / STATE / ZIP:	Woodside DE 19980	ANALYSIS DATE:	08/06/2015
CONTACT:	Carl Jones	REPORT DATE:	08/06/2015
PROJECT:	PLM Analysis		
PROJECT #:	11-285		
LOCATION:	Polytech High School, Woodside, DE		
COLLECTED BY:	CMC		
METHOD #:	Polarized Light Microscopy (PLM) using Environmental Protection Agency (EPA) Interim test method 600 / M4-82-020.		
ACCREDITATION:	National Institute of Standards and Technology (NIST) under the National Voluntary Laboratory Accreditation Program (NVLAP). NVLAP Lab Code: 101848-0		

## REPORT OF ANALYSIS

Laboratory ID Sample No.	Sample Location Description	Layer No. Layer %	Asbestos Type (%)	Non-Asbestos Components (%)
-----------------------------	--------------------------------	----------------------	----------------------	--------------------------------

  
Analyst - Gary Hayes - Director of IH


  
Approved Signatory - Gary A. Hayes - Director of IH

Method Detection Limit:  $\approx <1\%$

- \* Fiber concentrations were determined by visually estimating the area percentage for each type.
- \* Asbestos fibers may not be detected by PLM in certain samples because of their size ( $<5\mu\text{m}$ ) or being bound with non-friable organic matrix. In such cases an alternative method of analysis is recommended.
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- \* This report shall not be reproduced, except in full, without the written approval of this laboratory.
- \* The intra-laboratory est. RSD is 0.109 and the inter-laboratory est. RSD is 0.332
- \* This use of this report for purposes of product endorsement, certification, or approval by NIST, NVLAP, or any agency of the Federal Government is prohibited.
- \* This analysis may contain modifications to the test method which were recommended in EPA / 600 / R-93 / 116
- \* Optical Properties were utilized in distinguishing asbestos fibers from non-asbestos fibers



NVLAP Lab Code: 101848-0

Approved by   
Date 8/19/15



ENVIRONMENTAL TESTING, INC.  
100 SOUTH CASS STREET  
MIDDLETOWN, DELAWARE 19709  
(302) 378-5341 FAX (302) 378 9882

CUSTOMER: POLYTECH SCHOOL DISTRICT  
PROJECT NAME: RENNOVATIONS  
PROJECT #: 11-285

BULK ASBESTOS SAMPLE LOG

SIGNATURE: *CNC*

DATE: 7/29/2015

SAMPLE #	ETI #	F/N	MATERIAL DESCRIPTION	AREA	LOCATION	% ASBESTOS
0729 15-11285-01 B	1504216-001	N	GREEN 12" VFT	1963	3590 NE CORNER	ND
0729 15-11285-02 B	1504216-002	N	OK GREEN 12" VFT	1963	"	ND
0729 15-11285-03 B	1504216-003	N	TAN MASTIC	1963	"	ND
0729 15-11285-04 B	1504216-004	N	RESIDUAL MASTIC	1970 (under carpet)	2713 NW CORNER	ND
0729 15-11285-05 B	1504216-005	N	LT BEIGE 12" VFT	2006	2730 NE CORNER	ND
0729 15-11285-06 B	1504216-006	N	BLACK MASTIC	2006	"	2% Chrysotile
0729 15-11285-07 B	1504216-007	N	LT GREEN 12" VFT	2006	"	ND
0729 15-11285-08 B	1504216-008	N	OK GREEN 12" VFT	"	2110 SW CORNER	ND
0729 15-11285-09 B	1504216-009	N	RED 12" VFT	"	"	ND
0729 15-11285-10 B	1504216-010	N	BLACK MASTIC	"	"	ND
15-11285-B						ND

BI - Boiler Insulation  
CT - Ceiling Tile  
CP - Ceiling Plaster  
DW - Dry Wall  
GI - Gypsum Insulation  
PT - Pipe Tee  
PE - Pipe Elbow  
PC - Pipe Cover  
ND - None Detected  
PI - Pipe Insulation  
PT - Pipe Tee  
SB - Spray Beam  
SC - Spray Ceiling  
SV - Spray Wall  
TB - Truss Board  
TI - Tank Insulation  
WB - Wall Board  
WP - Wall Plaster

RELINQ. *CNC* DATE 7/29/15  
RELINQ. *7/29/15* DATE 7/29/15  
RECD. *7/29/15* DATE 7/29/15  
RECD. *7/29/15* DATE 7/29/15  
RELINQ. CONTACT: \_\_\_\_\_  
RECD. CONTACT: \_\_\_\_\_  
NOTES: \_\_\_\_\_

ND = None Detected

# BULK SAMPLE ANALYSIS REPORT POLARIZED LIGHT MICROSCOPY



**Environmental Testing, Inc.**  
100 South Cass Street  
Middletown, DE 19709  
Tel: (302) 378-9881  
Fax: (302) 378-9882

CUSTOMER:	Polytech School District	DATE COLLECTED:	08/04/2015
ADDRESS:	823 Walnut Shade Road PO Box 22	DATE RECEIVED:	08/04/2015
CITY / STATE / ZIP:	Woodside DE 19980	ANALYSIS DATE:	08/04/2015
CONTACT:	Carl Jones	REPORT DATE:	08/14/2015
PROJECT:	PLM Analysis		
PROJECT #:	11-285		
LOCATION:	Polytech		
COLLECTED BY:	CMC		
METHOD #:	Polarized Light Microscopy (PLM) using Environmental Protection Agency (EPA) Interim test method 600 / M4-82-020.		
ACCREDITATION:	National Institute of Standards and Technology (NIST) under the National Voluntary Laboratory Accreditation Program (NVLAP).		
	NVLAP Lab Code: 101848-0		

## REPORT OF ANALYSIS

Laboratory ID Sample No.	Sample Location Description	Layer No. Layer %	Asbestos Type	(%)	Non-Asbestos Components	(%)
1504211-001	1963 - Above Drop Ceiling ; Rm 115 NE Corner					
080415-11-285-1B	Pipe Elbow 2", Grey, Homogeneous, Fine grained, fibrous, Friable, 23°C	LAYER 1 100%	Chrysotile	2%	Fibrous Glass Quartz Other Non-Fibrous	40% 2% 56%
	<b>Asbestos Present:</b> Yes	<b>Total % Asbestos:</b>		2.0%	<b>Total % Non-Asbestos:</b>	98.0%
1504211-002	1963 - Above Drop Ceiling ; W End of Hall					
080415-11-285-2B	LAYER 1 Pipe Elbow 2" - Jacket, White, Homogeneous, Fibrous, Friable, 22°C	LAYER 1 100%	None Detected		Cellulose Fiber	100%
	LAYER 2 Pipe Elbow 2", Grey, Homogeneous, Fine grained, fibrous, Friable, 23°C	LAYER 2 100%	None Detected		Fibrous Glass Quartz Other Non-Fibrous	40% 2% 58%
	<b>Asbestos Present:</b> No	<b>Total % Asbestos:</b> No Asbestos Detected			<b>Total % Non-Asbestos:</b>	100.0%
1504211-003	1963 - Above Drop Ceiling ; W End of Hall					
080415-11-285-3B	Pipe Elbow 2", Grey, Homogeneous, Fine grained, fibrous, Friable, 23°C	LAYER 1 100%	None Detected		Fibrous Glass Quartz Other Non-Fibrous	40% 2% 58%
	<b>Asbestos Present:</b> No	<b>Total % Asbestos:</b> No Asbestos Detected			<b>Total % Non-Asbestos:</b>	100.0%
1504211-004	1963 - Above Drop Ceiling ; N Hall Outside Cafeteria					
080415-11-285-4B	Pipe Elbow 2", Grey, Homogeneous, Fine grained, fibrous, Friable, 23°C	LAYER 1 100%	None Detected		Fibrous Glass Quartz Other Non-Fibrous	40% 2% 58%
	<b>Asbestos Present:</b> No	<b>Total % Asbestos:</b> No Asbestos Detected			<b>Total % Non-Asbestos:</b>	100.0%



# BULK SAMPLE ANALYSIS REPORT POLARIZED LIGHT MICROSCOPY



**Environmental Testing, Inc.**  
100 South Cass Street  
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Tel: (302) 378-9881  
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CUSTOMER:	Polytech School District	DATE COLLECTED:	08/04/2015
ADDRESS:	823 Walnut Shade Road PO Box 22	DATE RECEIVED:	08/04/2015
CITY / STATE / ZIP:	Woodside DE 19980	ANALYSIS DATE:	08/07/2015
CONTACT:	Carl Jones	REPORT DATE:	08/14/2015
PROJECT:	PLM Analysis		
PROJECT #:	11-285		
LOCATION:	Polytech		
COLLECTED BY:	CMC		
METHOD #:	Polarized Light Microscopy (PLM) using Environmental Protection Agency (EPA) Interim test method 600 / M4-82-020.		
ACCREDITATION:	National Institute of Standards and Technology (NIST) under the National Voluntary Laboratory Accreditation Program (NVLAP). NVLAP Lab Code: 101848-0		

## REPORT OF ANALYSIS

Laboratory ID Sample No.	Sample Location Description	Layer No. Layer %	Asbestos Type	(%)	Non-Asbestos Components	(%)
1504211-005	1963 - Above Drop Ceiling ; S Hall Entrance					
080415-11-285-5B	LAYER 1 Pipe Elbow 2" - Jacket, White, Homogeneous, Fibrous, resinous, Non-Friable, 22°C	LAYER 1 100%	None Detected		Cellulose Fiber Metal Foil Other Non-Fibrous Material	40% 2% 58%
	LAYER 2 Pipe Elbow 2", Grey, Homogeneous, Fine grained, fibrous, Friable, 23°C	LAYER 2 100%	None Detected		Fibrous Glass Quartz Other Non-Fibrous	40% 2% 58%
<b>Asbestos Present:</b> No		<b>Total % Asbestos:</b> No Asbestos Detected		<b>Total % Non-Asbestos:</b> 100.0%		
1504211-006	1963 - Above Drop Ceiling ; Outside Cafeteria					
080415-11-285-6B	Pipe Elbow 2", Grey, Homogeneous, Fine grained, fibrous, Friable, 23°C	LAYER 1 100%	None Detected		Fibrous Glass Quartz Other Non-Fibrous	40% 2% 58%
<b>Asbestos Present:</b> No		<b>Total % Asbestos:</b> No Asbestos Detected		<b>Total % Non-Asbestos:</b> 100.0%		
1504211-007	1963 - Above Drop Ceiling ; W Hall Outside 2770					
080415-11-285-7B	Pipe Elbow 2", Grey, Homogeneous, Fine grained, fibrous, Friable, 23°C	LAYER 1 100%	None Detected		Fibrous Glass Cellulose Fiber Quartz Other Non-Fibrous Material	40% Trace 2% 58%
<b>Asbestos Present:</b> No		<b>Total % Asbestos:</b> No Asbestos Detected		<b>Total % Non-Asbestos:</b> 100.0%		
1504211-008	1963 - Above Drop Ceiling ; Outside 2770					
080415-11-285-8B	LAYER 1 Pipe Elbow 2" - Jacket, White, Homogeneous, Resinous, Non- Friable, 23°C	LAYER 1 100%	None Detected		Quartz Other Non-Fibrous Material	2% 98%
	LAYER 2 Pipe Elbow 2", Grey, Homogeneous, Fine grained, fibrous, Friable, 23°C	LAYER 2 100%	None Detected		Fibrous Glass Quartz Other Non-Fibrous	40% 2% 58%
<b>Asbestos Present:</b> No		<b>Total % Asbestos:</b> No Asbestos Detected		<b>Total % Non-Asbestos:</b> 100.0%		

# BULK SAMPLE ANALYSIS REPORT POLARIZED LIGHT MICROSCOPY



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CUSTOMER:	Polytech School District	DATE COLLECTED:	08/04/2015
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CONTACT:	Carl Jones	REPORT DATE:	08/14/2015
PROJECT:	PLM Analysis		
PROJECT #:	11-285		
LOCATION:	Polytech		
COLLECTED BY:	CMC		
METHOD #:	Polarized Light Microscopy (PLM) using Environmental Protection Agency (EPA) Interim test method 600 / M4-82-020.		
ACCREDITATION:	National Institute of Standards and Technology (NIST) under the National Voluntary Laboratory Accreditation Program (NVLAP). NVLAP Lab Code: 101848-0		

## REPORT OF ANALYSIS

Laboratory ID Sample No.	Sample Location Description	Layer No. Layer %	Asbestos Type (%)	Non-Asbestos Components (%)
1504211-009	1963 - Above Drop Ceiling ; Outside 2770			
080415-11-285-9B	LAYER 1 Pipe Elbow 2" - Jacket, White, Homogeneous, Resinous, Non- Friable, 23°C	LAYER 1 100%	None Detected	Cellulose Fiber 5% Other Non-Fibrous Material 95%
	LAYER 2 Pipe Elbow 2", Grey, Homogeneous, Fine grained, fibrous, Friable, 23°C	LAYER 2 100%	None Detected	Fibrous Glass 40% Quartz 2% Other Non-Fibrous 58%
	<b>Asbestos Present:</b> No	<b>Total % Asbestos:</b> No Asbestos Detected	<b>Total % Non-Asbestos:</b>	100.0%
1504211-010	1963 - Hall Outside 3850; Above Drop Ceiling			
080415-11-285- 10B	LAYER 1 Drywall, White, Homogeneous, Granular, Friable, 23°C	LAYER 1 100%	None Detected	Cellulose Fiber 3% Quartz 3% Gypsum 94%
	LAYER 2 Drywall paper, White, brown, Homogeneous, Fibrous, Friable, 23°C	LAYER 2 100%	None Detected	Cellulose Fiber 100%
	LAYER 3 Joint Compound, White, brown, Homogeneous, Fibrous, Friable, 23°C	LAYER 3 100%	None Detected	Calcite 40% Mica 30% Quartz 3%
	<b>Asbestos Present:</b> No	<b>Total % Asbestos:</b> No Asbestos Detected	<b>Total % Non-Asbestos:</b>	100.0%
1504211-011	1963 (Appears Newer) - Hall Outside 3600			
080415-11-285- 11B	LAYER 1 Pipe Elbow 2" - Jacket, White, Homogeneous, Resinous, Non- Friable, 23°C	LAYER 1 100%	None Detected	Quartz 2% Other Non-Fibrous Material 98%
	LAYER 2 Pipe Elbow 2", Grey, Homogeneous, Fine grained, fibrous, Friable, 23°C	LAYER 2 100%	None Detected	Fibrous Glass 40% Quartz 2% Other Non-Fibrous 58%
	<b>Asbestos Present:</b> No	<b>Total % Asbestos:</b> No Asbestos Detected	<b>Total % Non-Asbestos:</b>	100.0%



# BULK SAMPLE ANALYSIS REPORT POLARIZED LIGHT MICROSCOPY



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ACCREDITATION:	National Institute of Standards and Technology (NIST) under the National Voluntary Laboratory Accreditation Program (NVLAP). NVLAP Lab Code: 101848-0		

## REPORT OF ANALYSIS

Laboratory ID Sample No.	Sample Location Description	Layer No. Layer %	Asbestos Type (%)	Non-Asbestos Components (%)
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Analyst - Gary Hayes - Director of IH

Approved Signatory - Gary A. Hayes - Director of IH

Method Detection Limit: = <1%

- \* Fiber concentrations were determined by visually estimating the area percentage for each type.
- \* Asbestos fibers may not be detected by PLM in certain samples because of their size (<5um) or being bound with non-friable organic matrix. In such cases an alternative method of analysis is recommended.
- \* Test report relates only to the items tested.
- \* This report shall not be reproduced, except in full, without the written approval of this laboratory.
- \* The intra-laboratory est. RSD is 0.109 and the inter-laboratory est. RSD is 0.332
- \* This use of this report for purposes of product endorsement, certification, or approval by NIST, NVLAP, or any agency of the Federal Government is prohibited.
- \* This analysis may contain modifications to the test method which were recommended in EPA / 600 / R-93 / 116
- \* Optical Properties were utilized in distinguishing asbestos fibers from non-asbestos fibers



NVLAP Lab Code: 101848-0

Approved by   
Date 8/19/15

# ENVIRONMENTAL TESTING, INC.

100 SOUTH CASS STREET  
MIDDLETOWN, DELAWARE 19709  
(302) 378-5341 FAX (302) 378 9882

CUSTOMER: POLYTECH SCHOOL DISTRICT

PROJECT NAME: POLYTECH RENNOVATIONS

PROJECT #: 11-285

## BULK ASBESTOS SAMPLE LOG

SIGNATURE: *AMC*

DATE: 8-4-2015

SAMPLE #	ETI #	FIN*	MATERIAL DESCRIPTION	AREA	LOCATION	% ASBESTOS*
020415-11285-01 B	1504211-601	N	2" PE	1963 <del>CEILING</del> HALL	ABOVE DROP CEILING	ND
020415-11285-02 B	1504211-602	N	5" PE	" "	BM 115" NE CORNER	ND
020415-11285-03 B	1504211-603	N	6" PE	" "	ABOVE DROP CEILING	ND
020415-11285-04 B	1504211-604	N	2" PE	1963 N HALL	W END OF HALL	ND
020415-11285-05 B	1504211-605	N	5" PE	OUTSIDE CAFETERIA	ABOVE DROP CEILING	ND
020415-11285-06 B	1504211-606	N	6" PE	S HALL ENTRANCE	W END OF HALL	ND
020415-11285-07 B	1504211-607	N	2" PE	OUTSIDE CAFETERIA	ABOVE DROP CEILING	ND
020415-11285-08 B	1504211-608	N	5" PE	1963 W HALL	ABOVE DROP CEILING	ND
020415-11285-09 B	1504211-609	N	6" PE	OUTSIDE 2770	ABOVE DROP CEILING	ND
020415-11285-10 B	1504211-610	N	0W/0C	OUTSIDE 2770	ABOVE DROP CEILING	ND
020415-11285-11 B	1504211-611	N	3" PE (TYPE 2)	1963 (ARTWORK NEARBY)	ABOVE DROP CEILING	ND
					HALL OUTSIDE 3850	ND
					ABOVE DROP CEILING	ND
					HALL OUTSIDE OF 3860	ND

F - Friable  
N - Nonfriable

SC - Spray Ceiling  
SW - Spray Wall  
TB - Trunk Board  
TI - Tank Insulation  
WB - Wall Board  
WP - Wall Plaster

ND - Non Detected  
PG - Pipe Cover  
PE - Pipe Elbow  
PI - Pipe Insulation  
PT - Pipe Tee  
SB - Spray Beam

DW - Dry Wall  
DI - Dust Insulation  
FT - Floor Tile

BI - Bolter Insulation  
CT - Ceiling Tile  
CP - Ceiling Plaster

RELINQ. *AMC* REC'D. *AMC* DATE 8-4-15 TIME 15:00  
RELINQ. *AMC* REC'D. *AMC* DATE 8-4-15 TIME 15:00

RELINQ. \_\_\_\_\_ REC'D. \_\_\_\_\_  
CONTACT: \_\_\_\_\_

NOTES:

ND = None Detected



# BULK SAMPLE ANALYSIS REPORT POLARIZED LIGHT MICROSCOPY

CUSTOMER:	Polytech School District	DATE COLLECTED:	08/05/2015
ADDRESS:	823 Walnut Shade Road PO Box 22	DATE RECEIVED:	08/05/2015
CITY / STATE / ZIP:	Woodside DE 19980	ANALYSIS DATE:	08/07/2015
CONTACT:	Carl Jones	REPORT DATE:	08/10/2015
PROJECT:	PLM Analysis		
PROJECT #:	11-285		
LOCATION:	Polytech High School, Woodside, DE		
COLLECTED BY:	CMC		
METHOD #:	Polarized Light Microscopy (PLM) using Environmental Protection Agency (EPA) Interim test method 600 / M4-82-020.		
ACCREDITATION:	National Institute of Standards and Technology (NIST) under the National Voluntary Laboratory Accreditation Program (NVLAP). NVLAP Lab Code: 101848-0		

# ETI

Environmental Testing, Inc.  
100 South Cass Street  
Middletown, DE 19709  
Tel: (302) 378-9881  
Fax: (302) 378-9882

## REPORT OF ANALYSIS

Laboratory ID Sample No.	Sample Location Description	Layer No. Layer %	Asbestos Type	(%)	Non-Asbestos Components	(%)
1504217-001 080515-11285-1B	Cafeteria, NE Corner Ceiling Tile 1'x1', White/tan, Non-homogeneous, Fibrous, Friable, 23°C	LAYER 1 100%	None Detected		Cellulose Fiber Fibrous Glass Paint	25% 30% 2%
Asbestos Present: No		Total % Asbestos: No Asbestos Detected		Total % Non-Asbestos: 100.0%		
1504217-002 080515-11285-2B	Cafeteria, NE Corner Ceiling Tile Mastic, Brown, Homogeneous, Hard, Non-Friable, 23°C	LAYER 1 100%	Tremolite	<1%	Fibrous Glass Quartz Other Non-Fibrous	2% 2% 96%
Asbestos Present: Yes		Total % Asbestos: <1%		Total % Non-Asbestos: 100.0%		
1504217-003 080515-11285-3B	Cafeteria, NW corner LAYER 1 12" Floor Tile, Light Grey/Tan, Homogeneous, Granular, Non-Friable, 23°C	LAYER 1 50%	Chrysotile	6%	Calcite Quartz Binder/Filler	10% 3% 81%
	LAYER 2 Mastic, Black, Homogeneous, Resinous, Non-Friable, 22°C	LAYER 2 50%	Chrysotile	6%	Calcite Binder/Filler	2% 92%
Asbestos Present: Yes		Total % Asbestos: 6.0%		Total % Non-Asbestos: 94.0%		
1504217-004 080515-11285-4B	Cafeteria, NE Corner 12" Floor Tile, White w light grey streaks, Homogeneous, Granular, Non-Friable, 22°C	LAYER 1 100%	None Detected		Cellulose Fiber Calcite Quartz	Trace 60% 2%
Asbestos Present: No		Total % Asbestos: No Asbestos Detected		Total % Non-Asbestos: 100.0%		
1504217-005 080515-11285-5B	Cafeteria, NE Corner Mastic, Tan/Black, Non-homogeneous, Resinous, Non-Friable, 23°C	LAYER 1 100%	Chrysotile	3%	Cellulose Fiber Calcite Quartz	Trace 10% 2%
Asbestos Present: Yes		Total % Asbestos: 3.0%		Total % Non-Asbestos: 97.0%		

# BULK SAMPLE ANALYSIS REPORT POLARIZED LIGHT MICROSCOPY



**Environmental Testing, Inc.**  
100 South Cass Street  
Middletown, DE 19709  
Tel: (302) 378-9881  
Fax: (302) 378-9882

CUSTOMER:	Polytech School District	DATE COLLECTED:	08/05/2015
ADDRESS:	823 Walnut Shade Road PO Box 22	DATE RECEIVED:	08/05/2015
CITY / STATE / ZIP:	Woodside DE 19980	ANALYSIS DATE:	08/10/2015
CONTACT:	Carl Jones	REPORT DATE:	08/10/2015
PROJECT:	PLM Analysis		
PROJECT #:	11-285		
LOCATION:	Polytech High School, Woodside, DE		
COLLECTED BY:	CMC		
METHOD #:	Polarized Light Microscopy (PLM) using Environmental Protection Agency (EPA) Interim test method 600 / M4-82-020.		
ACCREDITATION:	National Institute of Standards and Technology (NIST) under the National Voluntary Laboratory Accreditation Program (NVLAP). NVLAP Lab Code: 101848-0		

## REPORT OF ANALYSIS

Laboratory ID Sample No.	Sample Location Description	Layer No. Layer %	Asbestos Type (%)	Non-Asbestos Components (%)
1504217-006 080515-11285-6B	Cafeteria, NE Corner Mastic, Tan/Black, Non-homogeneous, Resinous, Non-Friable, 23°C Note: Sample Not Analyzed; See sample #1504217-005.			
<b>Asbestos Present:</b>		<b>Total % Asbestos:</b>	Not Analyzed	<b>Total % Non-Asbestos:</b> Not Analyzed
1504217-007 080515-11285-7B	Cafeteria, NE Corner Cove Base Mastic, Tan, Homogeneous, Resinous, Non-Friable, 23°C	LAYER 1 100%	None Detected	Calcite Other Non-Fibrous Trace 99%
<b>Asbestos Present:</b> No		<b>Total % Asbestos:</b> No Asbestos Detected	<b>Total % Non-Asbestos:</b> 100.0%	
1504217-008 080515-11285-8B	Cafeteria, NE Corner Duct Seam Mastic, Grey/white, Homogeneous, Resinous, Non-Friable, 23°C	LAYER 1 100%	None Detected	Calcite Quartz 60% 2%
<b>Asbestos Present:</b> No		<b>Total % Asbestos:</b> No Asbestos Detected	<b>Total % Non-Asbestos:</b> 100.0%	
1504217-009 080515-11285-9B	Cafeteria, NW Corner LAYER 1 Pipe Fitting Insulation - Jacket, White, Homogeneous, Fibrous, Friable, 23°C  LAYER 2 Pipe Fitting Insulation, Gray, Homogeneous, Fibrous, Friable, 23°C	LAYER 1 100%  LAYER 2 100%	None Detected  Amosite 3%	Cellulose Fiber Binder/Filler 85% 15%  Fibrous Glass Binder/Filler 60% 37%
<b>Asbestos Present:</b> Yes		<b>Total % Asbestos:</b>	3.0%	<b>Total % Non-Asbestos:</b> 97.0%



# BULK SAMPLE ANALYSIS REPORT POLARIZED LIGHT MICROSCOPY

# ETI

**Environmental Testing, Inc.**  
100 South Cass Street  
Middletown, DE 19709  
Tel: (302) 378-9881  
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CUSTOMER:	Polytech School District	DATE COLLECTED:	08/05/2015
ADDRESS:	823 Walnut Shade Road PO Box 22	DATE RECEIVED:	08/05/2015
CITY / STATE / ZIP:	Woodside DE 19980	ANALYSIS DATE:	08/07/2015
CONTACT:	Carl Jones	REPORT DATE:	08/10/2015
PROJECT:	PLM Analysis		
PROJECT #:	11-285		
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ACCREDITATION:	National Institute of Standards and Technology (NIST) under the National Voluntary Laboratory Accreditation Program (NVLAP). NVLAP Lab Code: 101848-0		

## REPORT OF ANALYSIS

Laboratory ID Sample No.	Sample Location Description	Layer No. Layer %	Asbestos Type (%)	Non-Asbestos Components (%)
1504217-010 080515-11285-10B	Cafeteria, NE Corner LAYER 1 Ceiling Plaster - Surface Coat, White, Homogeneous, Fine Grained, hard, Non-Friable, 23°C	LAYER 1 100%	None Detected	Quartz 2% Calcite Trace Other Non-Fibrous 98%
	LAYER 2 Ceiling Plaster - Base Coat, Brown, Homogeneous, Granular, hard, Non-Friable, 23°C	LAYER 2 100%	None Detected	Cellulose Fiber 2% Quartz 60% Other Non-Fibrous 38%
	Asbestos Present: No	Total % Asbestos: No Asbestos Detected	Total % Non-Asbestos: 100.0%	
1504217-011 080515-11285-11B	Room 3520, Men's Rest Room, center LAYER 1 Ceiling Plaster - Surface Coat, White, Homogeneous, Fine Grained, hard, Non-Friable, 23°C	LAYER 1 100%	None Detected	Calcite 2% Quartz 2% Other Non-Fibrous 96%
	LAYER 2 Ceiling Plaster - Base Coat, Brown, Homogeneous, Granular, hard, Non-Friable, 23°C	LAYER 2 100%	None Detected	Quartz 60% Other Non-Fibrous 40%
	Asbestos Present: No	Total % Asbestos: No Asbestos Detected	Total % Non-Asbestos: 100.0%	
1504217-012 080515-11285-12B	Cafeteria, NE Corner LAYER 1 Ceiling Plaster - Surface Coat, White, Homogeneous, Fine Grained, hard, Non-Friable, 23°C	LAYER 1 100%	None Detected	Cellulose Fiber Trace Calcite 2% Quartz 2% Other Non-Fibrous 96%
	LAYER 2 Ceiling Plaster - Base Coat, Brown, Homogeneous, Granular, hard, Non-Friable, 23°C	LAYER 2 100%	None Detected	Quartz 60% Other Non-Fibrous 40%
	Asbestos Present: No	Total % Asbestos: No Asbestos Detected	Total % Non-Asbestos: 100.0%	

# BULK SAMPLE ANALYSIS REPORT POLARIZED LIGHT MICROSCOPY

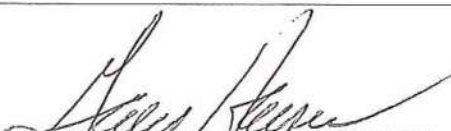


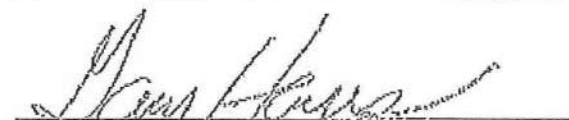
**Environmental Testing, Inc.**  
100 South Cass Street  
Middletown, DE 19709  
Tel: (302) 378-9881  
Fax: (302) 378-9882

CUSTOMER:	Polytech School District	DATE COLLECTED:	08/05/2015
ADDRESS:	823 Walnut Shade Road PO Box 22	DATE RECEIVED:	08/05/2015
CITY / STATE / ZIP:	Woodside DE 19980	ANALYSIS DATE:	08/07/2015
CONTACT:	Carl Jones	REPORT DATE:	08/10/2015
PROJECT:	PLM Analysis		
PROJECT #:	11-285		
LOCATION:	Polytech High School, Woodside, DE		
COLLECTED BY:	CMC		
METHOD #:	Polarized Light Microscopy (PLM) using Environmental Protection Agency (EPA) Interim test method 600 / M4-82-020.		
ACCREDITATION:	National Institute of Standards and Technology (NIST) under the National Voluntary Laboratory Accreditation Program (NVLAP). NVLAP Lab Code: 101848-0		

## REPORT OF ANALYSIS

Laboratory ID Sample No.	Sample Location Description	Layer No. Layer %	Asbestos Type (%)	Non-Asbestos Components (%)
1504217-013	Kitchen Area by Loading Dock			
080515-11285-13B	LAYER 1 Ceiling Plaster - Surface Coat, White, Homogeneous, Fine Grained, hard, Non-Friable, 23°C	LAYER 1 100%	None Detected	Cellulose Fiber Trace Paint 2% Calcite 1% Quartz 1% Other Non-Fibrous 96%
	LAYER 2 Ceiling Plaster - Base Coat, Brown, Homogeneous, Granular, hard, Non-Friable, 23°C	LAYER 2 100%	None Detected	Quartz 60% Other Non-Fibrous 40% Material
Asbestos Present: No		Total % Asbestos: No Asbestos Detected		Total % Non-Asbestos: 100.0%
1504217-014	1963 Area, Room 1131			
080515-11285-14B	LAYER 1 Ceiling Plaster - Surface Coat, White, Homogeneous, Fine Grained, hard, Non-Friable, 23°C	LAYER 1 100%	None Detected	Calcite 2% Quartz 2% Other Non-Fibrous 96%
	LAYER 2 Ceiling Plaster - Base Coat, Brown, Homogeneous, Granular, hard, Non-Friable, 23°C	LAYER 2 100%	None Detected	Quartz 60% Other Non-Fibrous 40% Material
Asbestos Present: No		Total % Asbestos: No Asbestos Detected		Total % Non-Asbestos: 100.0%

  
Analyst - Gary Hayes - Director of IH

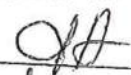
  
Approved Signatory - Gary A. Hayes - Director of IH

Method Detection Limit:  $\leq 1\%$

- \* Fiber concentrations were determined by visually estimating the area percentage for each type.
- \* Asbestos fibers may not be detected by PLM in certain samples because of their size ( $<5\mu\text{m}$ ) or being bound with non-friable organic matrix. In such cases an alternative method of analysis is recommended.
- \* Test report relates only to the items tested.
- \* This report shall not be reproduced, except in full, without the written approval of this laboratory.
- \* The intra-laboratory est. RSD is 0.109 and the inter-laboratory est. RSD is 0.332
- \* This use of this report for purposes of product endorsement, certification, or approval by NIST, NVLAP, or any agency of the Federal Government is prohibited.
- \* This analysis may contain modifications to the test method which were recommended in EPA / 600 / R-93 / 116
- \* Optical Properties were utilized in distinguishing asbestos fibers from non-asbestos fibers



NVLAP Lab Code: 101848-0

Approved by   
Date 8/19/15



ENVIRONMENTAL TESTING, INC.  
100 SOUTH CASS STREET  
MIDDLETOWN, DELAWARE 19709  
(302) 378-5341 FAX (302) 378 9882

CUSTOMER: POLYTECH SCHOOL DISTRICT  
PROJECT NAME: POLYTECH RENNOVATIONS  
PROJECT #: 11-285

BULK ASBESTOS SAMPLE LOG

SIGNATURE: *DMC*

DATE: 8-5-2015

SAMPLE #	ETI #	F/N*	MATERIAL DESCRIPTION	AREA	LOCATION	% ASBESTOS*
08051511285-01 B	1504217-001	N	1x1 CT	CAFETERIA WALLS + CEILING	NE CORNER	N/D
08051511285-02 B	1504217-002	N	TAN CT MASTIC	"	"	<1% Tremolite
08051511285-03 B	1504217-003	N	12" LIGHT GREEN/TAN	CAFETERIA BACK AREA	NW CORNER	6% Chrysotile
08051511285-04 B	1504217-004	N	12" LIGHT GREEN	CAFETERIA CENTER SQUARE	NE CORNER	N/D
08051511285-05 B	1504217-005	N	TAN MASTIC	UNDER TILES	NE CORNER	3% Chrysotile
08051511285-06 B	1504217-006	N	BLUE MASTIC	UNDER TAN MASTIC	NE CORNER	Not Analyzed
08051511285-07 B	1504217-007	N	BC MASTIC	CAFETERIA	NE CORNER	N/D
08051511285-08 B	1504217-008	N	DUCT SEAM MASTIC	CAFETERIA MEZZANINE	NE CORNER ON 4TH FLOOR	N/D
08051511285-09 B	1504217-009	N	PE TUBE Z	CAFETERIA ABOVE DROP CEILING	NW CORNER	3% Amosite
08051511285-10 B	1504217-010	N	CP 1963	CAFETERIA - KITCHEN STORAGE	NE CORNER	N/D
08051511285-11 B	1504217-011	N	CP 1963	RM 3520 - MEN'S RR	CENTER OF CEILING (PAINTED AREA)	N/D

BI - Boiler Insulation  
CT - Ceiling Tile  
CP - Ceiling Plaster  
DW - Dry Wall  
DI - Dust Insulation  
FT - Floor Tile  
ND - None Detected  
PC - Pipe Cover  
PE - Pipe Elbow  
PI - Pipe Insulation  
PT - Pipe  
SD - Spray Foam  
SC - Spray Ceiling  
SW - Spray Wall  
TB - Transite Board  
TI - Tank Insulation  
WB - Wall Board  
WP - Wall Plaster

RELINQ. *DMC* DATE *8/5/15*  
RELINQ. *[Signature]* DATE *8/5/15*  
RELINQ. *[Signature]* DATE *8/5/15*

RELINQ. \_\_\_\_\_ DATE \_\_\_\_\_ TIME \_\_\_\_\_  
CONTACT: \_\_\_\_\_ NOTES: \_\_\_\_\_





# BULK SAMPLE ANALYSIS REPORT POLARIZED LIGHT MICROSCOPY



CUSTOMER:	Polytech School District	DATE COLLECTED:	08/07/2015
ADDRESS:	823 Walnut Shade Road PO Box 22	DATE RECEIVED:	08/07/2015
CITY / STATE / ZIP:	Woodside DE 19980	ANALYSIS DATE:	08/11/2015
CONTACT:	Carl Jones	REPORT DATE:	08/12/2015
PROJECT:	PLM Analysis		
PROJECT #:	11-285		
LOCATION:	Polytech High School, Woodside, DE		
COLLECTED BY:	ETI - AH		
METHOD #:	Polarized Light Microscopy (PLM) using Environmental Protection Agency (EPA) Interim test method 600 / M4-82-020.		
ACCREDITATION:	National Institute of Standards and Technology (NIST) under the National Voluntary Laboratory Accreditation Program (NVLAP). NVLAP Lab Code: 101848-0		

**Environmental Testing, Inc.**  
**100 South Cass Street**  
**Middletown, DE 19709**  
**Tel: (302) 378-9881**  
**Fax: (302) 378-9882**

## REPORT OF ANALYSIS

Laboratory ID Sample No.	Sample Location Description	Layer No. Layer %	Asbestos Type	(%)	Non-Asbestos Components	(%)
1504220-001 080715-11285-1B	Café; Rear storage room LAYER 1 Pipe Fitting Insulation - Jacket, White, Non-homogeneous, Resinous, fibrous, Non-Friable, 23°C	LAYER 1 100%	None Detected		Fibrous Glass Vinyl Resin Matrix	40% 60%
	LAYER 2 Pipe Fitting Insulation, Grey, Non- homogeneous, Fibrous, Friable, 23°C	LAYER 2 100%	Chrysotile	2%	Fibrous Glass Quartz Binder/Filler	40% 3% 55%
	<b>Asbestos Present:</b> Yes	<b>Total % Asbestos:</b>		2.0%	<b>Total % Non-Asbestos:</b>	98.0%
1504220-002 080715-11285-2B	Café; Rear storage room LAYER 1 Pipe Fitting Insulation - Jacket, White, Non-homogeneous, Resinous, fibrous, Non-Friable, 23°C	LAYER 1 100%	None Detected		Fibrous Glass Vinyl Resin Matrix	40% 60%
	LAYER 2 Pipe Fitting Insulation, Grey, Non- homogeneous, Fibrous, Friable, 23°C	LAYER 2 100%	None Detected		Fibrous Glass Quartz Other Non-Fibrous Material	40% 3% 57%
	<b>Asbestos Present:</b> No	<b>Total % Asbestos:</b> No Asbestos Detected			<b>Total % Non-Asbestos:</b>	100.0%
1504220-003 080715-11285-3B	Café; Rear storage room LAYER 1 Pipe Fitting Insulation - Jacket, White, Non-homogeneous, Resinous, fibrous, Non-Friable, 23°C	LAYER 1 100%	None Detected		Fibrous Glass Vinyl Resin Matrix	40% 60%
	LAYER 2 Pipe Fitting Insulation, Grey, Non- homogeneous, Fibrous, Friable, 23°C	LAYER 2 100%	Chrysotile	2%	Fibrous Glass Quartz Binder/Filler	40% 3% 55%
	<b>Asbestos Present:</b> Yes	<b>Total % Asbestos:</b>		2.0%	<b>Total % Non-Asbestos:</b>	98.0%
1504220-004 080715-11285-4B	Café; Kitchen Ceiling Tile, White/Yellow, Non- homogeneous, Fibrous, Friable, 22°C	LAYER 1 100%	None Detected		Fibrous Glass Cellulose Fiber Vinyl Resin Cover	98% Trace 2%
	<b>Asbestos Present:</b> No	<b>Total % Asbestos:</b> No Asbestos Detected			<b>Total % Non-Asbestos:</b>	100.0%

# BULK SAMPLE ANALYSIS REPORT POLARIZED LIGHT MICROSCOPY



**Environmental Testing, Inc.**  
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CUSTOMER:	Polytech School District	DATE COLLECTED:	08/07/2015
ADDRESS:	823 Walnut Shade Road PO Box 22	DATE RECEIVED:	08/07/2015
CITY / STATE / ZIP:	Woodside DE 19980	ANALYSIS DATE:	08/11/2015
CONTACT:	Carl Jones	REPORT DATE:	08/12/2015
PROJECT:	PLM Analysis		
PROJECT #:	11-285		
LOCATION:	Polytech High School, Woodside, DE		
COLLECTED BY:	ETI - AH		
METHOD #:	Polarized Light Microscopy (PLM) using Environmental Protection Agency (EPA) Interim test method 600 / M4-82-020.		
ACCREDITATION:	National Institute of Standards and Technology (NIST) under the National Voluntary Laboratory Accreditation Program (NVLAP). NVLAP Lab Code: 101848-0		

## REPORT OF ANALYSIS

Laboratory ID Sample No.	Sample Location Description	Layer No. Layer %	Asbestos Type	(%)	Non-Asbestos Components	(%)
1504220-005 080715-11285-5B	Old Office, hallway NE corner 9" Floor Tile, Off White, Homogeneous, Granular, Non- Friable, 22°C	LAYER 1 100%	Chrysotile	2%	Cellulose Fiber Calcite Quartz Other Non-Fibrous	Trace 20% 2% 76%
<b>Asbestos Present:</b> Yes		<b>Total % Asbestos:</b>		2.0%	<b>Total % Non-Asbestos:</b> 98.0%	
1504220-006 080715-11285-6B	Old Office, hallway NE corne Mastic, Black, Homogeneous, Resinous, Non-Friable, 23°C	LAYER 1 100%	None Detected		Cellulose Fiber Calcite Quartz Other Non-Fibrous	Trace 15% 2% 83%
<b>Asbestos Present:</b> No		<b>Total % Asbestos:</b> No Asbestos Detected			<b>Total % Non-Asbestos:</b> 100.0%	
1504220-007 080715-11285-7B	Office 3562; NW Corner Carpet Mastic, Tan/Green, Non- homogeneous, Resinous, Non- Friable, 23°C	LAYER 1 100%	None Detected		Quartz Calcite Other Non-Fibrous	5% Trace 95%
<b>Asbestos Present:</b> No		<b>Total % Asbestos:</b> No Asbestos Detected			<b>Total % Non-Asbestos:</b> 100.0%	
1504220-008 080715-11285-8B	Office 3562; NW Corner 12" Floor Tile, Brown w white streaks, Homogeneous, Granular, Non- Friable, 23°C	LAYER 1 100%	Chrysotile	2%	Cellulose Fiber Calcite Quartz Other Non-Fibrous	Trace 10% 2% 86%
<b>Asbestos Present:</b> Yes		<b>Total % Asbestos:</b>		2.0%	<b>Total % Non-Asbestos:</b> 98.0%	
1504220-009 080715-11285-9B	Office 3562; NW Corner Mastic, Black, Homogeneous, Resinous, Non-Friable, 23°C	LAYER 1 100%	None Detected		Calcite Quartz	10% 2%
<b>Asbestos Present:</b> No		<b>Total % Asbestos:</b> No Asbestos Detected			<b>Total % Non-Asbestos:</b> 100.0%	
1504220-010 080715-11285-10B	Office 3561; SE Corner Sheet Flooring, White, Homogeneous, Resinous, Non- Friable, 23°C	LAYER 1 100%	None Detected		Fibrous Glass Calcite Other Non-Fibrous	Trace 15% 85%
<b>Asbestos Present:</b> No		<b>Total % Asbestos:</b> No Asbestos Detected			<b>Total % Non-Asbestos:</b> 100.0%	



# BULK SAMPLE ANALYSIS REPORT POLARIZED LIGHT MICROSCOPY



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CUSTOMER:	Polytech School District	DATE COLLECTED:	08/07/2015
ADDRESS:	823 Walnut Shade Road PO Box 22	DATE RECEIVED:	08/07/2015
CITY / STATE / ZIP:	Woodside DE 19980	ANALYSIS DATE:	08/11/2015
CONTACT:	Carl Jones	REPORT DATE:	08/12/2015
PROJECT:	PLM Analysis		
PROJECT #:	11-285		
LOCATION:	Polytech High School, Woodside, DE		
COLLECTED BY:	ETI - AH		
METHOD #:	Polarized Light Microscopy (PLM) using Environmental Protection Agency (EPA) Interim test method 600 / M4-82-020.		
ACCREDITATION:	National Institute of Standards and Technology (NIST) under the National Voluntary Laboratory Accreditation Program (NVLAP). NVLAP Lab Code: 101848-0		

## REPORT OF ANALYSIS

Laboratory ID Sample No.	Sample Location Description	Layer No. Layer %	Asbestos Type (%)	Non-Asbestos Components (%)
1504220-011 080715-11285-11B	Office 3561; SE Corner Mastic, Grey, Non-homogeneous, Resinous, Non-Friable, 23°C	LAYER 1 100%	None Detected	Cellulose Fiber Trace Synthetic Fiber Trace Calcite 60% Other Non-Fibrous Material 40%
<b>Asbestos Present:</b> No		<b>Total % Asbestos:</b> No Asbestos Detected		<b>Total % Non-Asbestos:</b> 100.0%
1504220-012 080715-11285-12B	Office 3550; NW Corner Carpet Mastic, Tan, Homogeneous, Resinous, Non-Friable, 23°C	LAYER 1 100%	None Detected	Calcite Trace Quartz Trace Other Non-Fibrous 99%
<b>Asbestos Present:</b> No		<b>Total % Asbestos:</b> No Asbestos Detected		<b>Total % Non-Asbestos:</b> 100.0%
1504220-013 080715-11285-13B	Kitchen ceiling Ceiling Tile, Grey, Non-homogeneous, Fibrous, Friable, 23°C	LAYER 1 100%	None Detected	Fibrous Glass 35% Cellulose Fiber 20% Vinyl Resin Surface w metal foil 2% 20%
<b>Asbestos Present:</b> No		<b>Total % Asbestos:</b> No Asbestos Detected		<b>Total % Non-Asbestos:</b> 100.0%
1504220-014 080715-11285-14B	Teachers Lounge, under vending machine Floor Tile, White w grey streaks, Homogeneous, Granular, Non-Friable, 23°C	LAYER 1 100%	None Detected	Calcite 40% Quartz 2% Other Non-Fibrous 58%
<b>Asbestos Present:</b> No		<b>Total % Asbestos:</b> No Asbestos Detected		<b>Total % Non-Asbestos:</b> 100.0%
1504220-015 080715-11285-15B	Kitchen Closet, near vertical pipe Floor Tile, White w grey streaks, Homogeneous, Granular, Non-Friable, 23°C	LAYER 1 100%	Chrysotile 3%	Calcite 40% Quartz 2% Other Non-Fibrous 55%
<b>Asbestos Present:</b> Yes		<b>Total % Asbestos:</b> 3.0%		<b>Total % Non-Asbestos:</b> 97.0%

# BULK SAMPLE ANALYSIS REPORT POLARIZED LIGHT MICROSCOPY



**Environmental Testing, Inc.**  
100 South Cass Street  
Middletown, DE 19709  
Tel: (302) 378-9881  
Fax: (302) 378-9882

CUSTOMER:	Polytech School District	DATE COLLECTED:	08/07/2015
ADDRESS:	823 Walnut Shade Road PO Box 22	DATE RECEIVED:	08/07/2015
CITY / STATE / ZIP:	Woodside DE 19980	ANALYSIS DATE:	08/11/2015
CONTACT:	Carl Jones	REPORT DATE:	08/12/2015
PROJECT:	PLM Analysis		
PROJECT #:	11-285		
LOCATION:	Polytech High School, Woodside, DE		
COLLECTED BY:	ETI - AH		
METHOD #:	Polarized Light Microscopy (PLM) using Environmental Protection Agency (EPA) Interim test method 600 / M4-82-020.		
ACCREDITATION:	National Institute of Standards and Technology (NIST) under the National Voluntary Laboratory Accreditation Program (NVLAP). NVLAP Lab Code: 101848-0		

## REPORT OF ANALYSIS

Laboratory ID Sample No.	Sample Location Description	Layer No. Layer %	Asbestos Type	(%)	Non-Asbestos Components	(%)
1504220-016	Teachers Lounge, under vending machine					
080715-11285-16B	Mastic, Black/amber, Non-homogeneous, Resinous, Non-Friable, 23°C Note: Mastic from floor tile analyzed in sample 14B (1504220-014)	LAYER 1 100%	Chrysotile	6%	Cellulose Fiber Calcite Quartz Other Non-Fibrous Material	Trace 5% 2% 87%
<b>Asbestos Present:</b> Yes		<b>Total % Asbestos:</b>		6.0%	<b>Total % Non-Asbestos:</b> 94.0%	
1504220-017	Kitchen Closet, near vertical pipe					
080715-11285-17B	Mastic, Black, Non-homogeneous, Resinous, Non-Friable Note: Mastic from floor tile analyzed in sample 15B (1504220-014)	LAYER 1 100%	None Detected		Cellulose Fiber Fibrous Glass Calcite Quartz	Trace Trace 2% 2%
<b>Asbestos Present:</b> No		<b>Total % Asbestos:</b> No Asbestos Detected			<b>Total % Non-Asbestos:</b> 100.0%	
1504220-018	Classroom, near doorway					
080715-11285-18B	LAYER 1 Drywall, Grey, Homogeneous, Granular, Friable, 24°C	LAYER 1 100%	None Detected		Fibrous Glass Cellulose Fiber Quartz	3% 2% 2%
	LAYER 2 Drywall paper, Brown/white, Homogeneous, Fibrous, Friable, 24°C	LAYER 2 100%	None Detected		Cellulose Fiber	100%
	LAYER 3 Joint Compound, White, Homogeneous, Fine Grained, Friable, 24°C Note: Very small amount of compound	LAYER 3 100%	None Detected		Cellulose Fiber Calcite Mica Quartz Other Non-Fibrous	Trace 40% 30% 2% 28%
<b>Asbestos Present:</b> No		<b>Total % Asbestos:</b> No Asbestos Detected			<b>Total % Non-Asbestos:</b> 100.0%	



**BULK SAMPLE ANALYSIS REPORT  
POLARIZED LIGHT MICROSCOPY**

**ETI**

**Environmental Testing, Inc.**  
100 South Cass Street  
Middletown, DE 19709  
Tel: (302) 378-9881  
Fax: (302) 378-9882

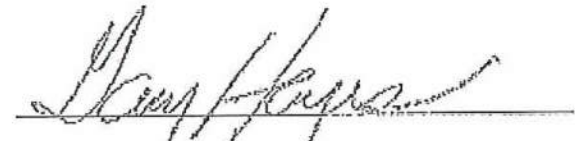
CUSTOMER: Polytech School District  
ADDRESS: 823 Walnut Shade Road PO Box 22  
CITY / STATE / ZIP: Woodside DE 19980  
CONTACT: Carl Jones  
PROJECT: PLM Analysis  
PROJECT #: 11-285  
LOCATION: Polytech High School, Woodside, DE  
COLLECTED BY: ETI - AH  
METHOD #: Polarized Light Microscopy (PLM) using Environmental Protection Agency (EPA) Interim test method 600 / M4-82-020.  
ACCREDITATION: National Institute of Standards and Technology (NIST) under the National Voluntary Laboratory Accreditation Program (NVLAP).  
NVLAP Lab Code: 101848-0

DATE COLLECTED: 08/07/2015  
DATE RECEIVED: 08/07/2015  
ANALYSIS DATE: 08/11/2015  
REPORT DATE: 08/12/2015

**REPORT OF ANALYSIS**

Laboratory ID Sample No.	Sample Location Description	Layer No. Layer %	Asbestos Type	(%)	Non-Asbestos Components	(%)
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Analyst - Gary Hayes - Director of IH

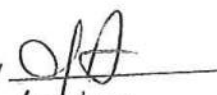
  
Approved Signatory - Gary A. Hayes - Director of IH

Method Detection Limit:  $\leq 1\%$

- \* Fiber concentrations were determined by visually estimating the area percentage for each type.
- \* Asbestos fibers may not be detected by PLM in certain samples because of their size ( $<5\mu\text{m}$ ) or being bound with non-friable organic matrix. In such cases an alternative method of analysis is recommended.
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- \* This report shall not be reproduced, except in full, without the written approval of this laboratory.
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- \* This analysis may contain modifications to the test method which were recommended in EPA / 600 / R-93 / 116
- \* Optical Properties were utilized in distinguishing asbestos fibers from non-asbestos fibers

**NVLAP**<sup>®</sup>

NVLAP Lab Code: 101848-0

Approved by   
Date 8/19/15

# ENVIRONMENTAL TESTING, INC.

100 SOUTH CASS STREET  
MIDDLETOWN, DELAWARE 19709  
(302) 378-5341 FAX (302) 378 9882

## BULK ASBESTOS SAMPLE LOG

CUSTOMER: Polytech S.D.

PROJECT NAME: Renovations

PROJECT #: 11-285

SIGNATURE: *[Signature]*

DATE: 8/17/15

SAMPLE #	ETI #	F/N*	MATERIAL DESCRIPTION	AREA	LOCATION	% ASBESTOS*
080715-11285	1504220	F	PE	Cafe	Rear Storage Room	ND
022	1504220	F	PE	Cafe	"	2% Chrys
023	1504220	F	PE	"	"	ND
043	1504220	F	CT	CT2 Fiberglass	Kitchen	ND
058	1504220	N	WHT 9" VFT	OLD OFFICE	HALLWAY NE CORNER	2% Chrys
065	1504220	N	BLACK MASTIC	"	"	ND
078	1504220	N	TAN/GREEN CARPET MASTIC	OFFICE 3562 CARPET OVER REN 12" VFT	NW CORNER UNDER CARPET	ND
085	1504220	N	REN W/ WHITE 12" VFT	OFFICE 3562 UNDER CARPET	NW CORNER UNDER CARPET MASTIC	ND
095	1504220	N	BLACK MASTIC	"	"	ND
108	1504220	N	WHT STREET FLOOR	OFFICE 3561 STREET FLOOR OVER REN 12" VFT	SE CORNER	ND
115	1504220	N	GRAY MASTIC	"	"	ND

T1 - Tank Insulation  
WB - Wall Board  
WP - Wall Plaster

SC - Spray Ceiling  
SW - Spray Wall  
TB - Transite Board

PI - Pipe Insulation  
PT - Pipe Tee  
SB - Spray Beam

ND - None Detected  
PC - Pipe Cover  
PE - Pipe Elbow

DW - Dry Wall  
DI - Duct Insulation  
FT - Floor Tile

BI - Boiler Insulation  
CT - Ceiling Tile  
CP - Ceiling Plaster

F - Friable  
N - Nonfriable

RELINQ. *[Signature]* REC'D. 8-17-15 DATE *[Signature]* TIME *[Signature]*  
RELINQ. *[Signature]* REC'D. 8-17-15 DATE *[Signature]* TIME *[Signature]*

RELINQ. \_\_\_\_\_ REC'D. \_\_\_\_\_ DATE \_\_\_\_\_ TIME \_\_\_\_\_  
CONTACT: \_\_\_\_\_ NOTES: \_\_\_\_\_





# BULK SAMPLE ANALYSIS REPORT POLARIZED LIGHT MICROSCOPY

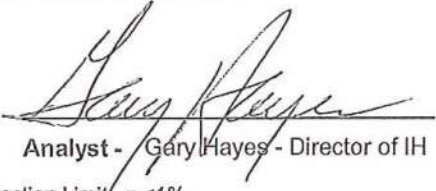
# ETI

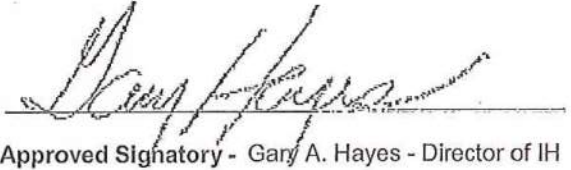
**Environmental Testing, Inc.**  
100 South Cass Street  
Middletown, DE 19709  
Tel: (302) 378-9881  
Fax: (302) 378-9882

CUSTOMER:	Polytech School District	DATE COLLECTED:	08/19/2015
ADDRESS:	823 Walnut Shade Road PO Box 22	DATE RECEIVED:	08/19/2015
CITY / STATE / ZIP:	Woodside DE 19980	ANALYSIS DATE:	08/19/2015
CONTACT:	Carl Jones	REPORT DATE:	08/19/2015
PROJECT:	PLM Analysis		
PROJECT #:	11-285		
LOCATION:	Polytech High School, Woodside, DE		
COLLECTED BY:	CMC		
METHOD #:	Polarized Light Microscopy (PLM) using Environmental Protection Agency (EPA) Interim test method 600 / M4-82-020.		
ACCREDITATION:	National Institute of Standards and Technology (NIST) under the National Voluntary Laboratory Accreditation Program (NVLAP). NVLAP Lab Code: 101848-0		

## REPORT OF ANALYSIS

Laboratory ID Sample No.	Sample Location Description	Layer No. Layer %	Asbestos Type	(%)	Non-Asbestos Components	(%)
1504232-001 081915-11285-1B	Room 2720, SE corner Lab Table (Type 1), Black, Homogeneous, Hard, Non-Friable, 23°C	LAYER 1 100%	None Detected		Cellulose Fiber Quartz Other Non-Fibrous	3% 40% 57%
<b>Asbestos Present:</b> No		<b>Total % Asbestos:</b> No Asbestos Detected		<b>Total % Non-Asbestos:</b> 100.0%		
1504232-002 081915-11285-2B	Room 2720, middle row, west side Lab Table (Type 2), Black, Homogeneous, Hard, Non-Friable, 23°C	LAYER 1 100%	None Detected		Cellulose Fiber Fibrous Glass Quartz	3% Trace 20%
<b>Asbestos Present:</b> No		<b>Total % Asbestos:</b> No Asbestos Detected		<b>Total % Non-Asbestos:</b> 100.0%		
1504232-003 081915-11285-3B	Room 2686, NE corner Mastic, Brown/Black, Non- homogeneous, Resinous, Non- Friable, 23°C	LAYER 1 100%	Chrysotile	3%	Cellulose Fiber Quartz Other Non-Fibrous	Trace 10% 87%
<b>Asbestos Present:</b> Yes		<b>Total % Asbestos:</b> 3.0%		<b>Total % Non-Asbestos:</b> 97.0%		

  
Analyst - Gary Hayes - Director of IH


  
Approved Signatory - Gary A. Hayes - Director of IH

Method Detection Limit: = <1%

- \* Fiber concentrations were determined by visually estimating the area percentage for each type.
- \* Asbestos fibers may not be detected by PLM in certain samples because of their size (<5um) or being bound with non-friable organic matrix. In such cases an alternative method of analysis is recommended.
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- \* This analysis may contain modifications to the test method which were recommended in EPA / 600 / R-93 / 116
- \* Optical Properties were utilized in distinguishing asbestos fibers from non-asbestos fibers

# NVLAP<sup>®</sup>

NVLAP Lab Code: 101848-0

Approved by 


Date 8/20/15



100 SOUTH CASS STREET  
MIDDLETOWN, DELAWARE 19709  
(302) 378-5341 FAX (302) 378 9882

PROJECT NAME: Disrupt Renovations

PROJECT #: 11-285

SIGNATURE: 

DATE: 5/19/15

# BULK ASBESTOS SAMPLE LOG

[illegible]

RELINQ. DMR RECD Stacy DATE 8/19/15  
RELINQ. \_\_\_\_\_ RECD: \_\_\_\_\_ DATE \_\_\_\_\_

RELINQ. \_\_\_\_\_ RECD. \_\_\_\_\_ DATE \_\_\_\_\_ TIME \_\_\_\_\_  
CONTACT: \_\_\_\_\_ NOTES: \_\_\_\_\_

# BULK SAMPLE ANALYSIS REPORT POLARIZED LIGHT MICROSCOPY

CUSTOMER:	Polytech School District	DATE COLLECTED:	10/06/2015
ADDRESS:	823 Walnut Shade Road PO Box 22	DATE RECEIVED:	10/06/2015
CITY / STATE / ZIP:	Woodside DE 19980	ANALYSIS DATE:	10/07/2015
CONTACT:	Carl Jones	REPORT DATE:	10/07/2015
PROJECT:	PLM Analysis		
PROJECT #:	11-285		
LOCATION:	Polytech High School, Woodside, DE		
COLLECTED BY:	ETI - CMC		
METHOD #:	Polarized Light Microscopy (PLM) using Environmental Protection Agency (EPA) Interim test method 600 / M4-82-020.		
ACCREDITATION:	National Institute of Standards and Technology (NIST) under the National Voluntary Laboratory Accreditation Program (NVLAP). NVLAP Lab Code: 101848-0		

# ETI

**Environmental Testing, Inc.**  
100 South Cass Street  
Middletown, DE 19709  
Tel: (302) 378-9881  
Fax: (302) 378-9882

## REPORT OF ANALYSIS

Laboratory ID Sample No.	Sample Location Description	Layer No. Layer %	Asbestos Type (%)	Non-Asbestos Components (%)
1504288-001	Hallway outside 2155, uner roof mounter AHU			
100615-11-285-1B	LAYER 1 Pipe Insulation - jacket, White, Homogeneous, Resinous, Non-Friable, 23°C	LAYER 1 100%	None Detected	Cellulose Fiber Calcite Quartz Other Non-Fibrous Trace 40% Trace 60%
	LAYER 2 Pipe Insulation, Yellow, Homogeneous, Fibrous, Friable, 23°C	LAYER 2 100%	None Detected	Fibrous Glass 100%
Asbestos Present: No		Total % Asbestos: No Asbestos Detected		Total % Non-Asbestos: 100.0%
1504288-002	Hallway outside 2155, uner roof mounter AHU			
100615-11-285-2B	LAYER 1 Pipe Fitting Insulation - jacket, White, Homogeneous, Fibrous, Friable, 23°C	LAYER 1 100%	None Detected	Cellulose Fiber Other Non-Fibrous Material 80% 20%
	LAYER 2 Pipe Fitting Insulation, Grey, Homogeneous, Fibrous, Friable	LAYER 2 100%	None Detected	Fibrous Glass Cellulose Fiber Quartz 20% Trace 2%
Asbestos Present: No		Total % Asbestos: No Asbestos Detected		Total % Non-Asbestos: 100.0%
1504288-003	Hallway outside 2155, uner roof mounter AHU			
100615-11-285-3B	LAYER 1 Pipe Insulation - jacket, Tan, Homogeneous, Fibrous, Non-Friable, 23°C	LAYER 1 100%	None Detected	Cellulose Fiber Calcite Other Non-Fibrous Material 60% 5% 35%
	LAYER 2 Pipe Insulation, Yellow, Homogeneous, Fibrous, Friable, 23°C	LAYER 2 100%	None Detected	Fibrous Glass 100%
Asbestos Present: No		Total % Asbestos: No Asbestos Detected		Total % Non-Asbestos: 100.0%

# BULK SAMPLE ANALYSIS REPORT POLARIZED LIGHT MICROSCOPY



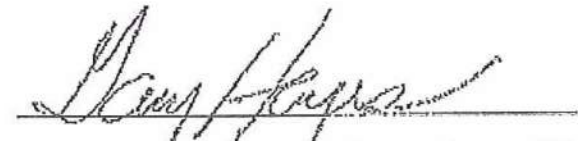
Environmental Testing, Inc.  
100 South Cass Street  
Middletown, DE 19709  
Tel: (302) 378-9881  
Fax: (302) 378-9882

CUSTOMER: Polytech School District  
ADDRESS: 823 Walnut Shade Road PO Box 22  
CITY / STATE / ZIP: Woodside DE 19980  
CONTACT: Carl Jones  
PROJECT: PLM Analysis  
PROJECT #: 11-285  
LOCATION: Polytech High School, Woodside, DE  
COLLECTED BY: ETI - CMC  
METHOD #: Polarized Light Microscopy (PLM) using Environmental Protection Agency (EPA) Interim test method 600 / M4-82-020.  
ACCREDITATION: National Institute of Standards and Technology (NIST) under the National Voluntary Laboratory Accreditation Program (NVLAP).  
NVLAP Lab Code: 101848-0

## REPORT OF ANALYSIS

Laboratory ID Sample No.	Sample Location Description	Layer No. Layer %	Asbestos Type (%)	Non-Asbestos Components (%)
-----------------------------	--------------------------------	----------------------	----------------------	--------------------------------

  
Analyst - Gary Hayes - Director of IH


  
Approved Signatory - Gary A. Hayes - Director of IH

Method Detection Limit: = <1%

- \* Fiber concentrations were determined by visually estimating the area percentage for each type.
- \* Asbestos fibers may not be detected by PLM in certain samples because of their size (<5um) or being bound with non-friable organic matrix. In such cases an alternative method of analysis is recommended.
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- \* Optical Properties were utilized in distinguishing asbestos fibers from non-asbestos fibers



NVLAP Lab Code: 101848-0

Approved by   
Date 11/23/15







# BULK SAMPLE ANALYSIS REPORT POLARIZED LIGHT MICROSCOPY




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CUSTOMER: Polytech School District  
ADDRESS: 823 Walnut Shade Road PO Box 22  
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CONTACT: Carl Jones  
PROJECT: PLM Analysis  
PROJECT #: 11-285  
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METHOD #: Polarized Light Microscopy (PLM) using Environmental Protection Agency (EPA) Interim test method 600 / M4-82-020.  
ACCREDITATION: National Institute of Standards and Technology (NIST) under the National Voluntary Laboratory Accreditation Program (NVLAP).  
NVLAP Lab Code: 101848-0

DATE COLLECTED: 10/09/2015  
DATE RECEIVED: 10/09/2015  
ANALYSIS DATE: 10/14/2015  
REPORT DATE: 10/14/2015

## REPORT OF ANALYSIS

Laboratory ID Sample No.	Sample Location Description	Layer No. Layer %	Asbestos Type	(%)	Non-Asbestos Components	(%)
1504296-001	3760, Auto Tech, above garage doors, east window					
100115-11-285-1B	Window Caulk, White/grey, Non- homogeneous, Hard, fine grained, Non- Friable, 23°C	LAYER 1 100%	Chrysotile	3%	Paint Calcite Quartz	3% 60% 3%
Asbestos Present: Yes		Total % Asbestos:		3.0%	Total % Non-Asbestos:	97.0%
1504296-002	3760, Auto Tech, above garage doors, west window					
100115-11-285-2B	Window Caulk, White/grey, Non- homogeneous, Hard, fine grained, Non- Friable, 23°C	LAYER 1 100%	Chrysotile	3%	Paint Calcite Quartz	3% 60% 3%
Asbestos Present: Yes		Total % Asbestos:		3.0%	Total % Non-Asbestos:	97.0%

  
Analyst - Gary Hayes - Director of IH

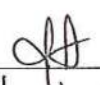
  
Approved Signatory - Gary A. Hayes - Director of IH

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- \* Optical Properties were utilized in distinguishing asbestos fibers from non-asbestos fibers



NVLAP Lab Code: 101848-0

Approved by   
Date 10/16/15

DATE: 10-9-15

DATE \_\_\_\_\_ TIME \_\_\_\_\_